

City of San Diego

CONTRACTOR'S NAME: Orion Construction Corporation

ADDRESS: 2185 La Mirada Drive, Vista, California 92081

TELEPHONE NO.: 760-597-9660 ext. 305

FAX NO.:

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov

Phone No. (619) 533-3426

J. Pan / A. Jaro / Y. Kawai

BIDDING DOCUMENTS



FOR

EL CAPITAN DAM SPILLWAY NEAR – TERM REPAIR

BID NO.: _____ **K-23-2126-DBB-3**

SAP NO. (WBS/IO/CC): _____ **11004710**

CLIENT DEPARTMENT: _____ **2000**

COUNCIL DISTRICT: _____ **N/A**

PROJECT TYPE: _____ **HB**

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP
- TWO PHASE PREQUALIFICATION

BID DUE DATE:

2:00 PM

APRIL 26, 2023

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

ENGINEER OF WORK

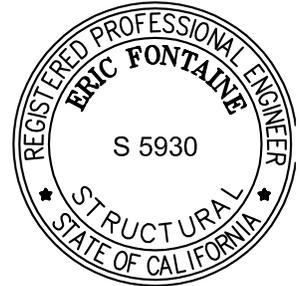
The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

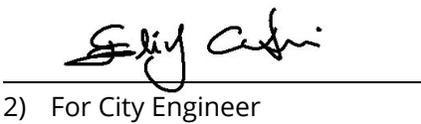

1) Registered Engineer

03/02/2023

Date

Seal:




2) For City Engineer

03/02/2023

Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	4
2. NOTICE INVITING BIDS.....	6
3. INSTRUCTIONS TO BIDDERS	11
4. PERFORMANCE AND PAYMENT BONDS	22
5. ATTACHMENTS:	
A. SCOPE OF WORK.....	25
B. RESERVED.....	27
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM	28
D. PREVAILING WAGE.....	48
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	53
TECHNICALS	61
1. Appendix A - Notice of Exemption	80
2. Appendix B - Fire Hydrant Meter Program	83
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	97
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	99
5. Appendix E - Location Map	102
6. Appendix F - Sample of Public Notice	104
F. RESERVED.....	106
G. CONTRACT AGREEMENT	107
6. CERTIFICATIONS AND FORMS.....	110

REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

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/index.shtml>

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
10.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
12.	Contractor Experience Reference Form	Due 14 calendar days prior to bid opening	ALL BIDDERS

NOTICE INVITING BIDS

- 1. Two Phase Prequalification:** This project requires a Phase II Pre-Qualification demonstrating experience on similar projects. The Phase II Prequalification submittal requirements and materials are attached on page 10. The Phase II submittal documents are due no later than 2 weeks prior to bid opening.

Bidders are encouraged to submit the required Phase II Prequalification submittal documents as soon as possible so that they may be notified of their Phase II pre-qualification status. Phase II Prequalification document shall be submitted electronically to Rosa Riego at RRiego@sandiego.gov.

Phase II Prequalification is open only to Bidders who are currently prequalified under the City's Phase I Contractor Prequalification Program. In the event you are not currently prequalified through the City's Contractor Prequalification Program, you shall submit your Phase I Prequalification via PlanetBids no later than 4 weeks prior to bid opening. You must also submit notification of the submission of your Phase I prequalification application to Rosa Riego at RRiego@sandiego.gov.

Bidders submitting bids who have not been prequalified at both Phases will be deemed non-responsive and ineligible for award. Complete information and the prequalification questionnaire are available on the City's web site at <http://www.sandiego.gov/cip/bidopps/prequalification.shtml>.

- 2. SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **EL CAPITAN DAM SPILLWAY NEAR - TERM REPAIR**. For additional information refer to Attachment A.
- 3. FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
- 4. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$6,520,000**.
- 5. BID DUE DATE AND TIME ARE: April 26, 2023 at 2:00 PM.**
- 6. PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- 7. LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
- 8. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 8.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation

percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

- | | |
|----------------------------------|--------------|
| 1. SLBE participation | 6.6% |
| 2. ELBE participation | 9.2% |
| 3. Total mandatory participation | 15.8% |

8.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:

8.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR

8.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF) and stored on a Universal Serial Bus (USB) Type-A, Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.

9. AWARD PROCESS:

9.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

9.2. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.

9.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.

9.4. The low Bid will be determined by the Base Bid.

9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

10. SUBMISSION OF QUESTIONS:

10.1. The Director (or Designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

RRiego@sandiego.gov

10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.

10.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

10.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

11. CONTRACTOR EXPERIENCE:

To be considered a qualified and responsible Bidder, the CONTRACTOR shall provide documentation establishing that they and/or their subcontractor have satisfied the experience requirements to perform the work.

See prequalification questionnaire at the end of this Section below. Submission of this questionnaire does not constitute qualification. Qualification may be denied for any reason the City of San Diego deems necessary for the successful completion of the project.

11.1. Prime Contractor shall have completed (3) three similar projects in the past (5) five years that require surface preparation, repair of reinforced concrete structures in dams or water/wastewater facility using cementitious repair mortars for spalls and epoxy resin or polyurethane for crack injection. The CONTRACTOR and/or their subcontractor shall have performed all concrete restoration to the prepared, restored, concrete surfaces. The work shall include CONTRACTOR Quality Assurance and Quality Control (QA/QC) measures as part of the work. Referenced concrete restoration projects shall be complete and in good operating condition. CONTRACTOR may provide projects to demonstrate required experience. Each project reference shall require its own form with verifiable and current references.

Qualifying projects/experiences could be with prime contractors and/or subcontractors. If subcontractors' past projects/experiences are to be submitted for consideration, they do not need to be work performed with the bidding prime contractor. However, the subcontractor that have the qualifying projects/experience shall be on the bidding prime contractor's team and shall be the subcontractor performing such work on this project.

11.2. Reference projects shall demonstrate experience in surface preparation of concrete substrate, repair of reinforcement, treatment of construction and expansion joints,

third-party independent testing for conformance with the specifications for compressive strength of mortars, application of specified repair mortars by skilled applicators including manufacturer certifications. Reference projects may include subcontractor experience as applicable and sufficient to document prior experience for similar project requirements.

- 11.3.** The bidding contractor is made aware of the requirements in the technical specifications to provide independent third-party inspection services as part of their phase II prequal. Third-party independent inspections shall include the appropriate NACE/SSPC (both NACE and SSPC are now combined under the umbrella organization Association for Materials Protection and Performance (AMPP). Qualifications and certifications to perform testing in accordance with the specifications.
- 11.4.** Failure to demonstrate the required qualifications shall deem the Contractor ineligible for further consideration.

CONTRACTOR EXPERIENCE REFERENCE FORM

El Capitan Dam Spillway Near-Term Repair

Copy this sheet as necessary.

Firm Name Orion Construction Corporation

Address 2185 La Mirada Drive Vista, Ca 92081

Contact Name/Telephone Mark Dowsing, 760-310-5293

California License # 549309, Class A

SIMILAR CONSTRUCTION PROJECT(S) COMPLETED

Names and references shall be correct and verifiable.

References will be contacted and interviewed.

Similar project(s) completed within the last five (5) years. Three similar projects are required to qualify.

Please explain in **detail** how the Project presents qualifying experiences for the types of work in **Sections 11.1 and 11.2** under **Contractor Experience**. Please provide supporting exhibits to demonstrate scope of work performed.

Project Name: Replace Roof Reservoir 51772 Marine Corps Base Camp Pendleton

Location: Camp Pendleton, California

Contact: Benjamin Miller **Phone:** 760-725-8216 **Email:** benjamin.l.miller20.civ@us.navy.mil

Architect or Engineer: G H D

Contact: Casey Raines **Phone:** 949-585-5212 **Email:** casey.raines@ghd.com

Construction Manager: Benjamin Miller **Phone:** 760-725-8216 **Email:** benjamin.l.miller20.civ@us.navy.mil

Description of Project, Scope of Work Performed:

The project consisted of demolition of the concrete reservoir 51772 roof. Construction of a new concrete grade beam. Crack repairs utilizing polyurethane sealants. Partial demolition of the underground concrete water reservoir walls and floor to allow for new inlet piping with structural patch back using rebar and concrete. The remainder of the concrete surfaces were prepared and restored using cementitious products. The new geodesic dome was anchored to the new structural grade beams for the reservoir which were anchored to the reservoir floor/side concrete

Contractor/ Subcontractor who Performed the work: Orion Construction Corporation

Total Value of Construction (Including change orders): \$4,108,190.00

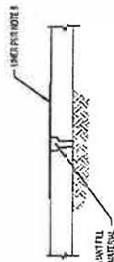
Scheduled Completion Date: May 24, 2021

Actual Completion Date: August 12, 2021

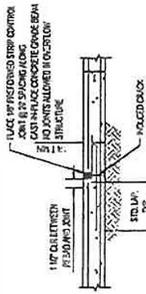
Extension Time Created (Number of Days): 80

UNCLASSIFIED 2 3 4 5

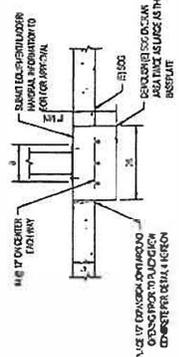
CONCRETE	REINFORCING
100#	100#



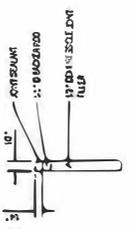
1
SLAB CRACK REPAIR DETAIL
 SCALE 3/4" = 1'-0"



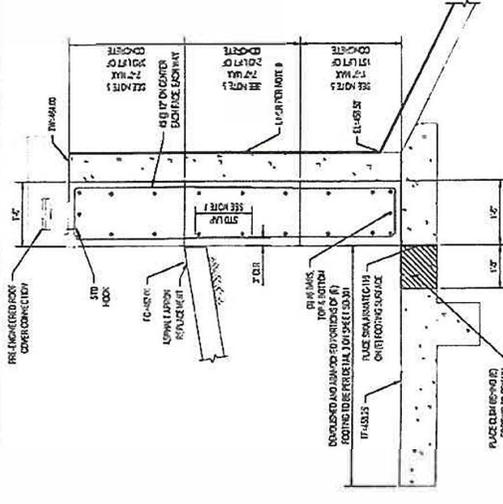
2
SAWED CONTROL JOINT
 SCALE 3/4" = 1'-0"



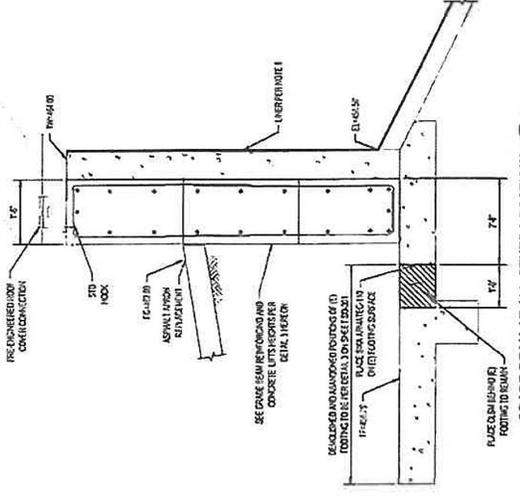
3
ATTACHMENTS TO SLAB ON GRADE
 SCALE 3/4" = 1'-0"



4
EXPANSION JOINT
 SCALE 3/4" = 1'-0"

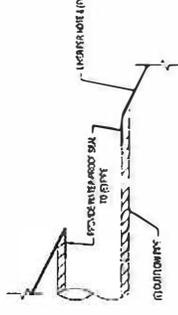


5
GRADE BEAM AT TRUSS LOCATIONS
 SCALE 3/4" = 1'-0"

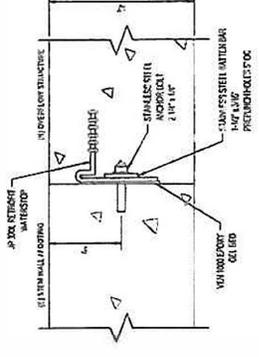


6
GRADE BEAM AT ALL OTHER LOCATIONS
 SCALE 3/4" = 1'-0"

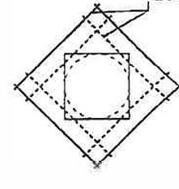
- GENERAL NOTES:**
- SEE SHEET 50115-01 FOR FOUNDATION, STRUCTURAL DETAILS.
 - ALL REINFORCING SHALL BE CONFORMING TO THE REQUIREMENTS OF THE AIAA 308.301.
 - ALL REINFORCING SHALL BE CONFORMING TO THE REQUIREMENTS OF THE AIAA 308.301.
 - ALL REINFORCING SHALL BE CONFORMING TO THE REQUIREMENTS OF THE AIAA 308.301.
 - ALL REINFORCING SHALL BE CONFORMING TO THE REQUIREMENTS OF THE AIAA 308.301.
 - ALL REINFORCING SHALL BE CONFORMING TO THE REQUIREMENTS OF THE AIAA 308.301.
 - ALL REINFORCING SHALL BE CONFORMING TO THE REQUIREMENTS OF THE AIAA 308.301.
 - ALL REINFORCING SHALL BE CONFORMING TO THE REQUIREMENTS OF THE AIAA 308.301.
 - ALL REINFORCING SHALL BE CONFORMING TO THE REQUIREMENTS OF THE AIAA 308.301.
 - ALL REINFORCING SHALL BE CONFORMING TO THE REQUIREMENTS OF THE AIAA 308.301.



7
LINER SEAL AT INLET/OUTLET CONNECTIONS
 SCALE 3/4" = 1'-0"



8
WATERSTOP
 SCALE 3/4" = 1'-0"



9
EXTRA REINFORCING AT ALL OPENINGS
 SCALE 3/4" = 1'-0"

UNCLASSIFIED

PEZISMA REPLACE ROOF RESERVOR 5 1772
 REMAINDER PACKAGE
 STRUCTURAL DETAILS 1

DATE: 11/22/2011
 DRAWN: [Name]
 CHECKED: [Name]
 PROJECT: [Name]

UNCLASSIFIED

CONTRACTOR EXPERIENCE REFERENCE FORM

El Capitan Dam Spillway Near-Term Repair
Copy this sheet as necessary.

Firm Name Orion Construction Corporation
Address 2185 La Mirada Drive Vista, Ca 92081
Contact Name/Telephone Mark Dowsing, 760-310-5293
California License # 549309, Class A

SIMILAR CONSTRUCTION PROJECT(S) COMPLETED

Names and references shall be correct and verifiable.

References will be contacted and interviewed.

Similar project(s) completed within the last five (5) years. Three similar projects are required to qualify.

Please explain in **detail** how the Project presents qualifying experiences for the types of work in **Sections 11.1 and 11.2** under **Contractor Experience**. Please provide supporting exhibits to demonstrate scope of work performed.

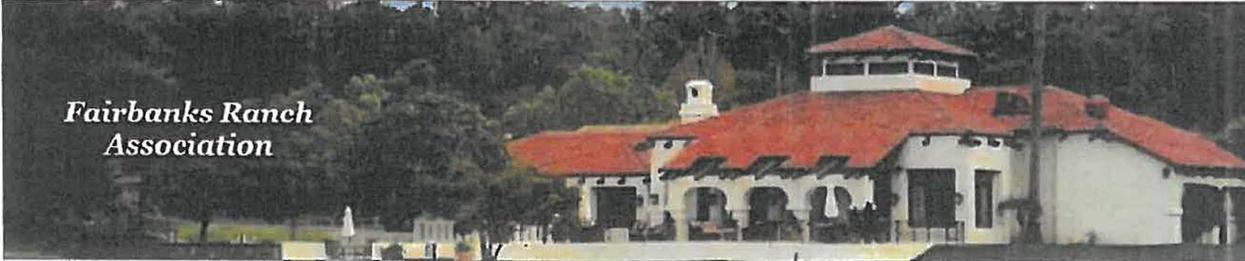
Project Name: Clubhouse Lake Reservoir Dam and Water System Improvements
Location: Rancho Santa Fe, Ca
Contact: Jacob Finkler Phone: (651) 491-4287 Email: jacobfinkler@gmail.com
Architect or Engineer: Brady & Associates
Contact: Jacob Finkler Phone: (651) 491-4287 Email: jacobfinkler@gmail.com
Construction Manager: Jacob Finkler Phone: 410-376-8577 Email: jacobfinkler@gmail.com

Description of Project, Scope of Work Performed:

Orion constructed structural concrete and mechanical improvements to the Fairbanks Ranch clubhouse reservoir dam. The work included reinforced concrete repairs at the lower outlet valve which had deteriorated due to long term corrosion. Secondary outlet valves to the dam were installed and utilized new concrete supports cast into the existing dam. Underwater improvements were constructed on the wetside of the dam to clean out the outlet inlets. All work was constructed under the Division of Dam Safety which approved the final structural dam modifications on December 31, 2018

Contractor/ Subcontractor who Performed the work: Orion Construction Corporation
Total Value of Construction (Including change orders): \$192,000
Scheduled Completion Date: 12/10/18
Actual Completion Date: 12/31/18
Extension Time Created (Number of Days): 21

Fairbanks Ranch
Association

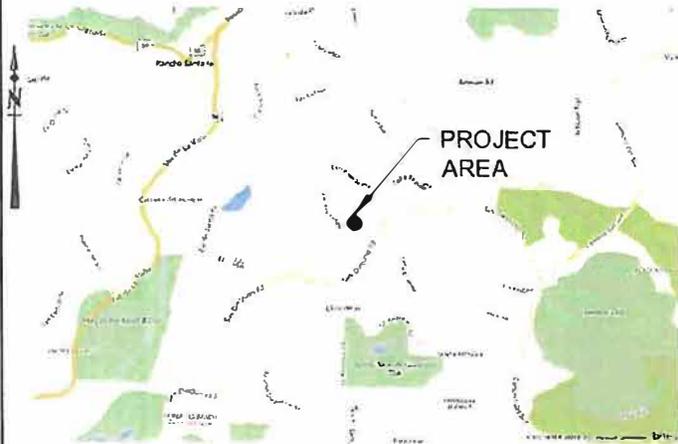


CLUBHOUSE LAKE RESERVOIR AND WATER SYSTEM IMPROVEMENTS

FAIRBANKS RANCH ASSOCIATION

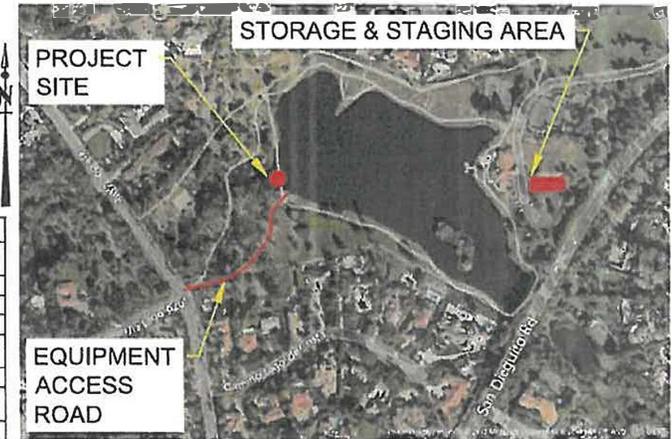
17651 CIRCA DEL NORTE
RANCHO SANTA FE, CA 92067

As Built Drawing 4-11-19



VICINITY MAP
SCALE: NONE

SHEET INDEX		
SHEET NUMBER	DRAWING NUMBER	SHEET TITLE
G-1	1	TITLE AND INDEX SHEET
G-2	2	GENERAL NOTES
C-1	3	DAM OVERALL PLAN AND SECTIONS
C-2	4	DAM OUTLET VALVES PLAN, SECTION, AND DETAILS
C-3	5	PIPE DETAILS
S-1	6	STRUCTURAL REQUIREMENTS AND TYPICAL DETAILS
S-2	7	THRUST BLOCK STRUCTURAL DETAILS



LOCATION MAP
SCALE: NONE

UNDERGROUND SERVICE ALERT
Call 800-227-2600
1-800-227-2600
THIS INFORMATION IS FOR YOUR PROTECTION

REVISIONS			
NO.	DATE	BY	DESCRIPTION

PLANS PREPARED BY
BRADY
3710 Ruffin Road
San Diego, California 92123
P.858.495.9500 F.858.498.0503



DESIGNED BY	REVIEWED BY	DATE

REVIEWED BY FAIRBANKS RANCH ASSOCIATION	APPROVED BY:

FAIRBANKS RANCH HOA
CLUBHOUSE LAKE RESERVOIR
AND WATER SYSTEM IMPROVEMENTS
TITLE AND INDEX SHEET

G-1
SHEET 1
OF 7 SHEETS
FILE NO
FRA-01-2019

FAIRBANKS RANCH ASSOCIATION GENERAL NOTES

- ALL MATERIALS SHALL CONFORM TO THE LATEST REVISION OF AWWA STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN AND BE REQUIRED TO SUBMIT "AS BUILT" PLANS TO THE FAIRBANKS RANCH ASSOCIATION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE "AS BUILT" PLANS SHALL BE MAINTAINED ON ONE MASTER COPY AND APPROVED AND INITIALED BY THE FAIRBANKS RANCH ASSOCIATION PROJECT INSPECTOR PRIOR TO IMPLEMENTATION IN THE FIELD. THE PROJECT INSPECTOR SHALL BE SUBMITTED ON 24 X 36" VERTICAL AND DIGITALLY IN AN AUTOCAD FORMAT.
- THE CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSURE SOLE AND COMPLETE RESPONSIBILITY FOR THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL INCLUDE THE PROTECTION OF ALL EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, FENCES, STRUCTURES, TREES, LANDSCAPING, AND IRRIGATION SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE TO THE SATISFACTION OF FAIRBANKS RANCH ASSOCIATION.
- THE CONTRACTOR SHALL MAINTAIN THE COURSE OF THE PLANS AND BE RESPONSIBLE FOR ANY DISCREPANCIES IN THE DESIGN ENGINEER'S FIELD CONDITIONS UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT DISCREPANCIES IN PLANS AND FIELD CONDITIONS IMMEDIATELY TO THE DESIGN ENGINEER FOR RESOLUTION PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR DISCREPANCIES NOT SO REPORTED AND RESOLVED.
- BY ACCEPTING THIS CONTRACT, THE CONTRACTOR HEREBY RELEASES AND AGREES TO HOLD THE FAIRBANKS RANCH ASSOCIATION, ITS EMPLOYEES, AGENTS, AND SUBSIDIARIES HARMLESS FROM AND ALL DAMAGES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF OWNER, CONTRACTOR, DESIGNER, ENGINEER, ARCHITECT, INSURER, ADJUDICATOR, AGENTS AND EMPLOYEES TO THE FULLEST EXTENT PERMITTED BY LAW. SUCH INDEMNIFICATION SHALL EXTEND TO ALL CLAIMS, DAMAGES, LOSSES, ACTS, OR LIABILITIES FOR INJURIES, DEATH OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, THE WORK'S PROGRESS. CONTRACTOR FURTHER AGREES THAT IT SHALL ACCOMPLISH THE ABOVE AT ITS OWN COST, EXPENSE AND RISK WITHOUT THE NECESSITY OF ANY INSURANCE COMPANY COVERAGE. POLICY OR COVERAGE TAKEN BY ANY INSURANCE COMPANY COVERAGE.

- CONTRACTOR SHALL DEFEND, INDemnIFY AND HOLD THE OWNER AND THE FAIRBANKS RANCH ASSOCIATION HARMLESS FROM AND ALL DAMAGES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF OWNER, CONTRACTOR, DESIGNER, ENGINEER, ARCHITECT, INSURER, ADJUDICATOR, AGENTS AND EMPLOYEES TO THE FULLEST EXTENT PERMITTED BY LAW. SUCH INDEMNIFICATION SHALL EXTEND TO ALL CLAIMS, DAMAGES, LOSSES, ACTS, OR LIABILITIES FOR INJURIES, DEATH OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, THE WORK'S PROGRESS. CONTRACTOR FURTHER AGREES THAT IT SHALL ACCOMPLISH THE ABOVE AT ITS OWN COST, EXPENSE AND RISK WITHOUT THE NECESSITY OF ANY INSURANCE COMPANY COVERAGE. POLICY OR COVERAGE TAKEN BY ANY INSURANCE COMPANY COVERAGE.

- CONTRACTOR SHALL DEFEND, INDemnIFY AND HOLD THE OWNER AND THE FAIRBANKS RANCH ASSOCIATION HARMLESS FROM AND ALL DAMAGES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF OWNER, CONTRACTOR, DESIGNER, ENGINEER, ARCHITECT, INSURER, ADJUDICATOR, AGENTS AND EMPLOYEES TO THE FULLEST EXTENT PERMITTED BY LAW. SUCH INDEMNIFICATION SHALL EXTEND TO ALL CLAIMS, DAMAGES, LOSSES, ACTS, OR LIABILITIES FOR INJURIES, DEATH OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, THE WORK'S PROGRESS. CONTRACTOR FURTHER AGREES THAT IT SHALL ACCOMPLISH THE ABOVE AT ITS OWN COST, EXPENSE AND RISK WITHOUT THE NECESSITY OF ANY INSURANCE COMPANY COVERAGE. POLICY OR COVERAGE TAKEN BY ANY INSURANCE COMPANY COVERAGE.

DSOD INSPECTION REQUIREMENT

REPRESENTATIVES FROM DSOD WILL PERIODICALLY INSPECT THE WORK IN PROGRESS DURING CONSTRUCTION, INCLUDING THE MATERIALS, METHODS, AND QUALITY ASSURANCE ASSOCIATED WITH THE PROJECT. THE CONTRACTOR SHALL ALLOW DSOD REPRESENTATIVES ACCESS TO ALL WORK AREAS AND MATERIALS TO BE INSTALLED. THE CONTRACTOR SHALL WITH DSOD REPRESENTATIVES TO THE PROJECT SHALL BE COORDINATED THROUGH THE OWNER'S ENGINEER OR DESIGNATED REPRESENTATIVE. A 24-HOUR NOTICE FROM THE OWNER'S REPRESENTATIVE IS REQUIRED TO ALLOW DSOD REPRESENTATIVES TO VISIT THE PROJECT. DSOD SHALL COOPERATE WITH THE OWNER'S REPRESENTATIVE BY BEING AT THE PROJECT AT THE TIME OF THE INSPECTION. DSOD SHALL BE AVAILABLE AT LEAST 72-HOUR BUSINESS DAYS NOTICE OF ANY INSPECTION. SUFFICIENT TIME TO COORDINATE WITH DSOD.

12 INCH OUTLET PIPE CONDITION ASSESSMENT
 AS A FIRST ORDER OF WORK, CONTRACTOR SHALL PERFORM A CONDITION ASSESSMENT OF THE EXISTING 12-INCH PIPE THROUGH THE DRAIN VALVE. THE QUALITY OF THE EXISTING PIPE SHALL BE DETERMINED BY VISUAL INSPECTION AND PIPE MATERIAL CONDITION ASSESSED THROUGH THE PIPE FROM THE UPSTREAM DAM FACE TO THE FIRST CLOSED VALVE ON THE PIPE. DOWNSTREAM DAM FACE. ENGINEER AND DSOD SHALL REVIEW THE INFORMATION AND DETERMINE IF THE 12-INCH PIPE IS TO BE REPLACED OR REPAIRED. IF REPAIRING IS REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR WORK. CABLE PIPE & LEAK DETECTION (CP&LD) CALIF. CA 90811 (2004) 486-5283. IS A POSSIBLE CONTRACTOR TO PERFORM THE INSPECTION WORK.

- TRAFFIC CONTROL: DURING CONSTRUCTION SHALL CONFORM TO THE SPECIAL PROVISIONS A W.A.T.C.H. HANDBOOK AND SHALL BE DESIGNED BY A CALIFORNIA REGISTERED CIVIL ENGINEER OR REGISTERED PROFESSIONAL ENGINEER.
- PROTECT ALL SURVEY MONUMENTS AND COUNTY OF SAN DIEGO MONUMENTS FROM DAMAGE PRIOR TO START OF ANY WORK. THE COUNTY OF SAN DIEGO PRIOR TO START OF ANY WORK. THE MONUMENTS HAVE BEEN TIED OUT.
- THE CONTRACTOR SHALL MAINTAIN DUST CONTROL AT ALL TIMES.

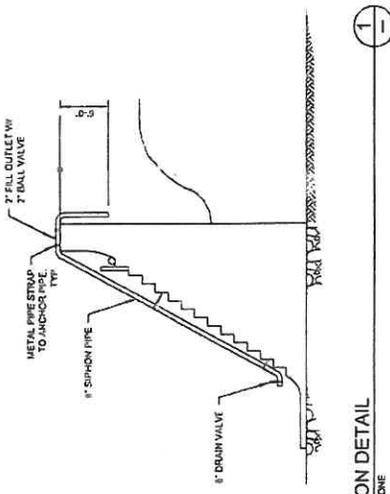
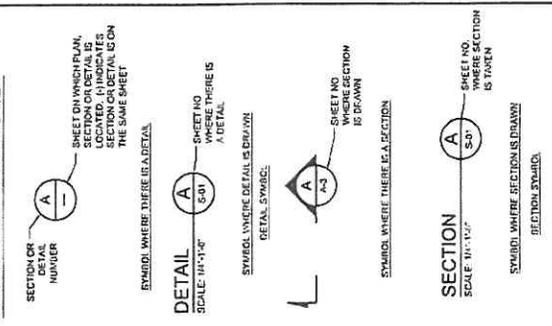
ABBREVIATIONS

AWWA	FEATURE
A	AMERICAN WATER WORKS ASSOCIATION
C	CENTERLINE
D	DIAMETER
E	ELEVATION
EL	EXISTING
MAK	MAXIMUM
MIN	MINIMUM
NO	NUMBER
OD	OUTSIDE DIAMETER
SS1	STAINLESS STEEL
TEMP	TEMPORARY
TYP	TYPICAL

LEGEND

SYMBOL	FEATURE
(Symbol)	FORGE OF PAVEMENT
(Symbol)	IMBED ELECTRICAL CONDUCTIVE DRAIN
(Symbol)	EXISTING TREE OR BUSH
(Symbol)	EXISTING STRUCTURES
(Symbol)	EXISTING PAVEMENT OR CONCRETE
(Symbol)	PROPOSED PAVEMENT OR CONCRETE
(Symbol)	GRAVEL COBBLE
(Symbol)	GROUND
(Symbol)	SEWER
(Symbol)	METAL SCREEN
(Symbol)	EXISTING TO BE REMOVED
(Symbol)	EXISTING YARD PIPING
(Symbol)	PROPOSED YARD PIPING

SECTION AND DETAIL KEY

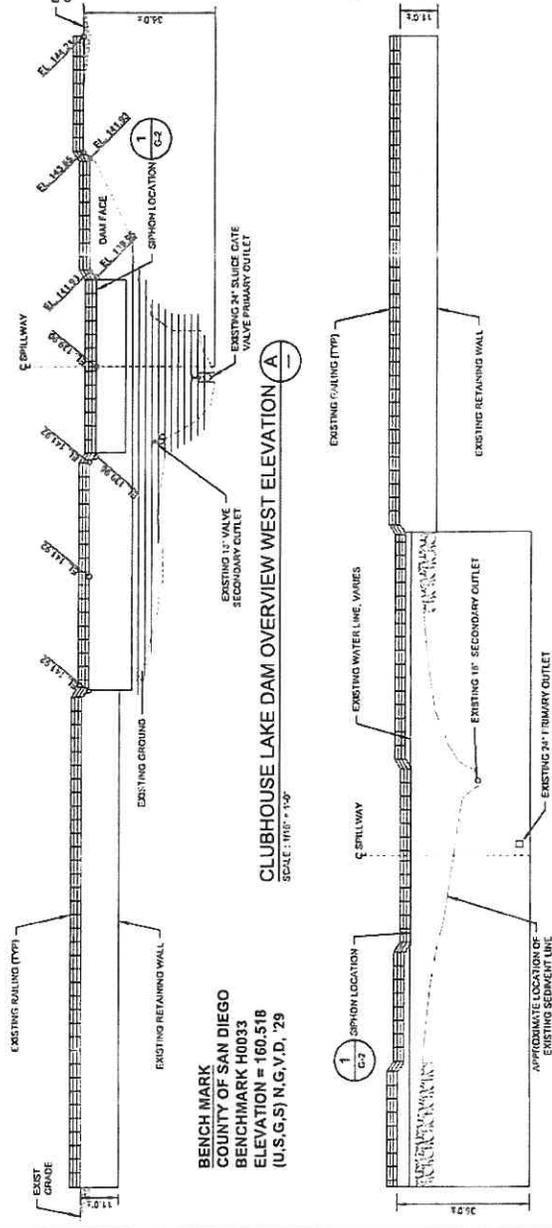


SIPHON DETAIL
SCALE: NONE

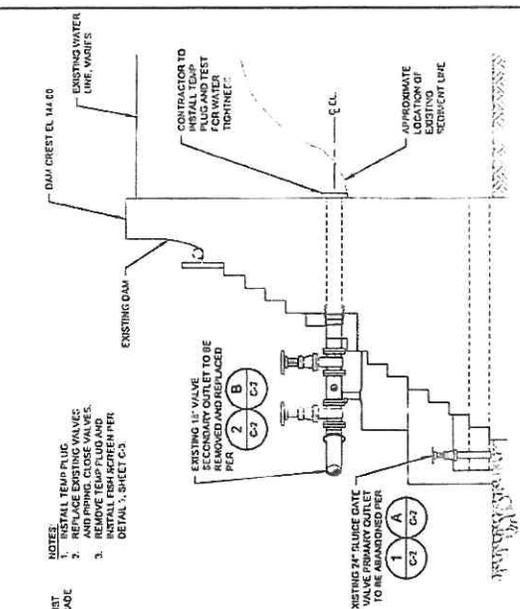
<p>PLANS PREPARED BY BRADY 3710 Buena Vista San Diego, Calif. 92121 P. 619.451.0600 F. 619.480.0005</p>		DATE: 11/11/11 TIME: 11:11 AM USER: G:\Users\m...
APPROVED BY: [Signature] PROJECT: CLUBHOUSE CONSTRUCTION RECOMMENDED BY: [Signature]	REVIEWED BY: [Signature] DEPARTMENT: [Blank]	SHEET NO. WHERE SECTION IS DRAWN: G-2 SHEET 7 OF 7 SHEETS TITLE: FAIRBANKS RANCH HOA CLUBHOUSE LAKE RESERVOIR AND WATER SYSTEM IMPROVEMENTS GENERAL NOTES



CLUBHOUSE LAKE DAM OVERVIEW PLAN
SCALE: 1" = 25'-0"



CLUBHOUSE LAKE DAM OVERVIEW EAST ELEVATION (B)
SCALE: 1/8" = 1'-0"



CLUBHOUSE LAKE DAM OVERVIEW SECTION (C)
SCALE: 3/16" = 1'-0"

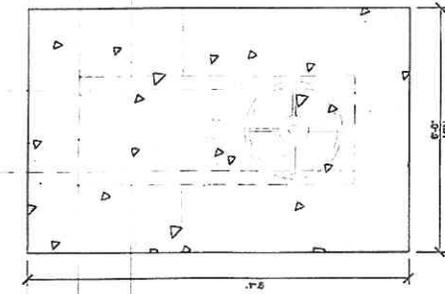
- NOTES:**
1. INSTALL TEMP PLUG AND SPRING CLOSE VALVES.
 2. REMOVE TEMP PLUG AND INSTALL FIRM ROPE PER DETAIL 1, SHEET 05.
 3. REMOVE TEMP PLUG AND SPRING CLOSE VALVES.

CONTRACTOR TO INSTALL TEMP PLUG AND TEST FORMATE TIGHTNESS.

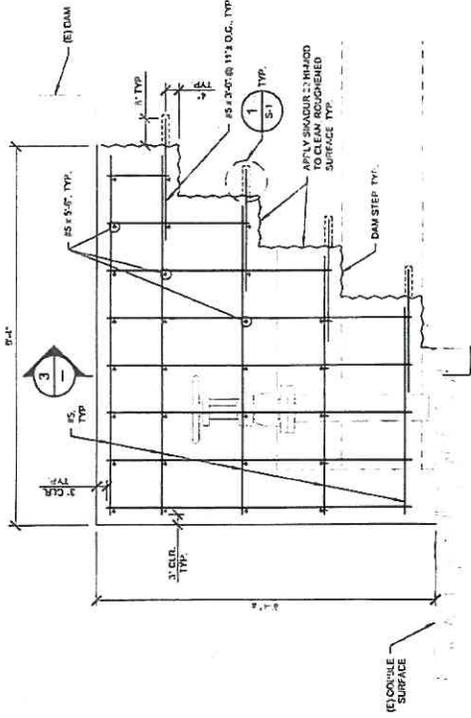
EXISTING 24" FLUKE GATE VALVE PRIMARY OUTLET TO BE ADJUSTED PER DETAIL 1, SHEET 05.

EXISTING 12" VALVE SECONDARY OUTLET TO BE ADJUSTED PER DETAIL 2, SHEET 05.

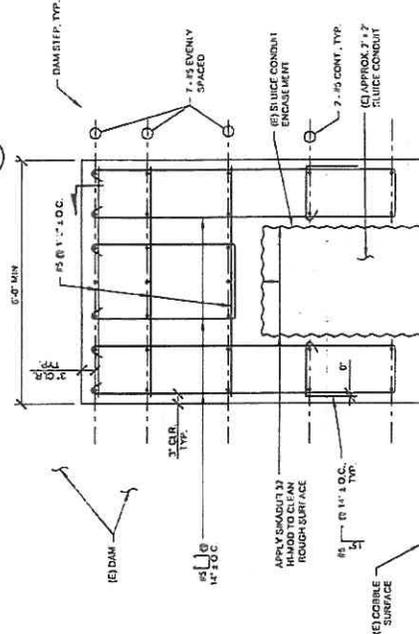
UNDERGROUND SERVICE ALERT 	REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION				PLANS PREPARED BY BRADY 3110 Birch Road San Diego, California 92123 P. 617.498.0500 F. 619.455.0525	REVIEWED BY DEPARTMENT: _____ DATE: _____ APPROVED BY: _____ TITLE: _____	FAIRBANKS RANCH HOA CLUBHOUSE LAKE RESERVOIR AND WATER SYSTEM IMPROVEMENTS DAM OVERALL PLAN AND SECTIONS	C-1 SKIT 3 OF 7 SHEETS PLAN NO. _____ DRAWING NO. _____
		NO.	DATE	DESCRIPTION							
DATE: 10/11/2011 SCALE: 1/8" = 1'-0" PROJECT NO.: 11-0000-0001											



LOWER 24" OUTLET VALVE THRUST BLOCK PLAN
SCALE: 3/8" = 1'-0"



THRUST BLOCK SECTION 2
SCALE: 3/8" = 1'-0"



THRUST BLOCK SECTION 3
SCALE: 3/8" = 1'-0"

UNDERGROUND SERVICE ALERT Call TOLL FREE 1-800-227-2660 TOLL FREE 1-800-227-2660 TOLL FREE 1-800-227-2660		REVISIONS NO. DATE BY 1 2 3	PLANS PREPARED BY BRADY 3710 Redwood Road San Diego, California 92123 P. 619.489.1300 F. 619.489.0200		DESIGNED BY R.M.B.	CHECKED BY R.M.B.	IN CHARGE BY R.M.B.	REVIEWED BY R.M.B.	APPROVED BY R.M.B.	FAIRBANKS RANCH HOA CLUBHOUSE LAKE RESERVOIR AND WATER SYSTEM IMPROVEMENTS THRUST BLOCK STRUCTURAL DETAILS	SHEET 7 OF 7 SHEETS REV. - 07-04-21
					DATE 07-04-21	DATE 07-04-21	DATE 07-04-21	DATE 07-04-21	DATE 07-04-21	DATE 07-04-21	

CONTRACTOR EXPERIENCE REFERENCE FORM

El Capitan Dam Spillway Near-Term Repair

Copy this sheet as necessary.

Firm Name ORION CONSTRUCTION CORPORATION
Address 2185 LA MIRADA DR, VISTA, CA, 92081
Contact Name/Telephone ROB WILSON, 760-597-9660
California License # 549309, Class A

SIMILAR CONSTRUCTION PROJECT(S) COMPLETED

Names and references shall be correct and verifiable.

References will be contacted and interviewed.

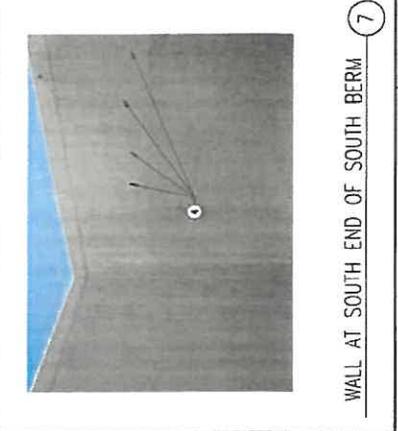
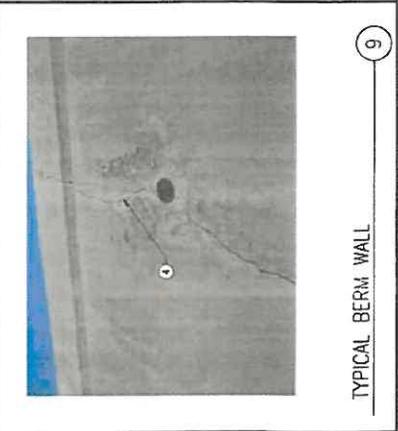
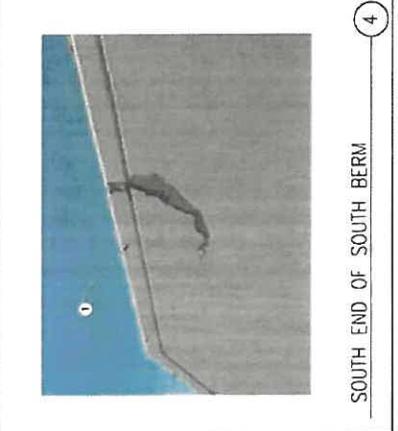
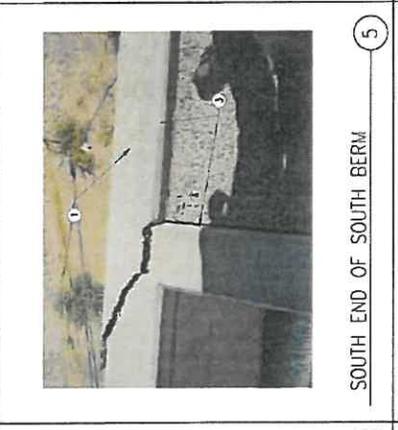
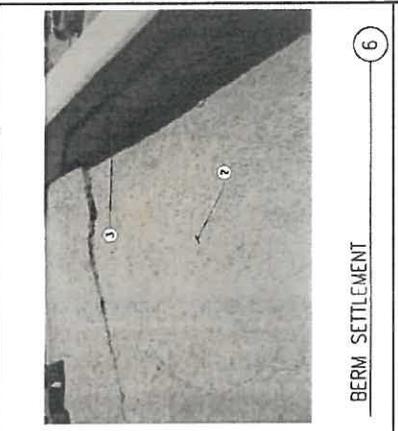
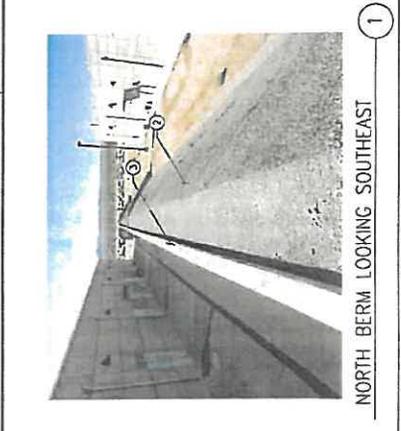
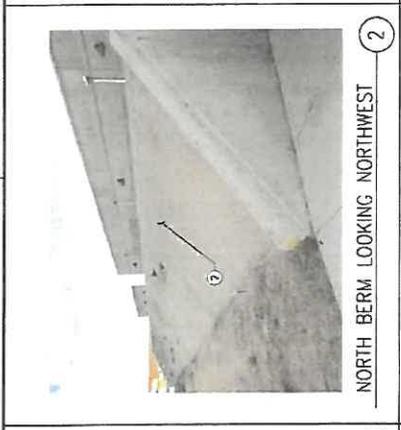
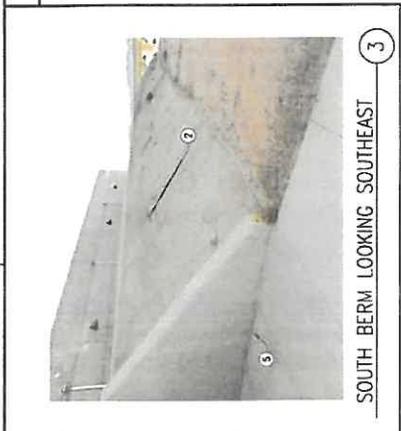
Similar project(s) completed within the last five (5) years. Three similar projects are required to qualify.

Please explain in **detail** how the Project presents qualifying experiences for the types of work in **Sections 11.1 and 11.2** under **Contractor Experience**. Please provide supporting exhibits to demonstrate scope of work performed.

Project Name: Earthquake Repairs - Saltwells
Location: China Lake, CA
Contact: Muhjaazee Love, LTJG, USN **Phone:** 760-93902628 **Email:** muhjaazee.p.love.mil@us.navy.mil
Architect or Engineer: Balboa Construction
Contact: Matt Dorman **Phone:** 858-200-5044 **Email:** matt@balboaengineering.com
Construction Manager: Muhjaazee Love, LTJG USN **Phone:** 760-939-2628 **Email:** muhjaazee.p.love.mil@us.navy.mil
Description of Project, Scope of Work Performed:
The project consisted of the major structural repairs and improvements to multiple structures within the Saltwells complex. The work included approximately 3400LF of crack injection and final capping along drainage berms and structural concrete walls with varying widths between .02 and .06 inches. Repairing existing gunite structures, concrete spall repair (500sf) and retrofit of existing concrete walls. Products used in the concrete repairs include: Sikaflex 1C & 2C sealant, Sikadur 31 / 32 / 33 / 35, and Robertsons 4500psi shotcrete,
Contractor/ Subcontractor who Performed the work: Self / Orion Construction
Total Value of Construction (Including change orders): \$4,443,000.00
Scheduled Completion Date: 12/29/2021
Actual Completion Date: 10/7/2022
Extension Time Created (Number of Days): 282 CD (parts backorder)

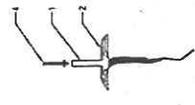
CONSTRUCTION NOTES:

- REMOVE AND REPLACE DAMAGED "T" SECTION. FIELD MEASURE CRACKS TO CONFORM LENGTHS, SEE 5-541 DETAIL 3
- REPAIR EXISTING BERM QUARTZ SHELL COVER AND REPLACE WITH NEW. SEE BERM DETAIL 3 FOR REPAIR DETAILS. REPAIRS TO BE MADE AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER OR REPRESENTATIVE APPOINTED BY THE GEOTECHNICAL ENGINEER
- AFTER CONSTRUCTION OF THE NEW QUARTZ, FILL JOINTS BETWEEN NEW QUARTZ SHELL AND BERM WALL WITH BACKFILL ROD AND SWAFLEX 2C HS EXACT SOLANT OR SOLAR, SEE BERM 75-BUILT A 1.2. MAKE BERMING NO. 0196470
- BERM CRACKS THROUGHOUT THE REMAINING WALL STRUCTURE MEASURING GREATER THAN 0.02 INCHES, SEE 5-503
- REMOVE AND REPLACE EXISTING JOINT MATERIAL BETWEEN THE BERMING AND THE SOUTH WALL WITH SWAFLEX-12 OR SOLAR PER MANUFACTURER'S RECOMMENDATIONS



1 2 3 4 5

- NOTE:**
1. SEE SPECIFICATION SECTION 01 30 00.
 2. SET PORTING DEVICES OVER CRACKS.
 3. PLUG WOUND SPALLS WITH HARD GEL EPOXY RESIN AND GEL EPOXY RESIN OVER CRACKS AND AROUND EACH INJECTION PORT AT A MINIMUM OF 1" WIDE BY 4" THICK.
 4. ALLOW SUFFICIENT TIME FOR EPOXY RESIN ADHESIVE TO SET BEFORE INJECTING.
 5. WHEN THE CAP SEAL HAS CURED, INJECT GROUT OR 1:4 HOBBLE GROUT SIMILAR WITH STEADY PRESSURE.
 6. USE AUTOMATED INJECTION EQUIPMENT OR MANUAL METHOD.
 7. EPOXY SHALL CONFORM TO ASTM D6883/III.



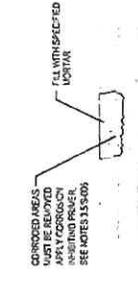
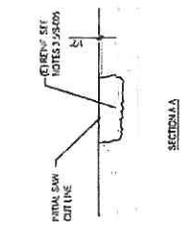
GENERIC CONCRETE CRACK

CONCRETE CRACK REPAIR
NOT TO SCALE



NOTES:

1. SEE NOTES 1-5 ABOVE OF STRUCTURAL NOTES FOR ADDITIONAL INFORMATION.



SPALLED CONCRETE REPAIR
NOT TO SCALE

GENERIC CONCRETE SPALLING

NOTES:

1. SEE NOTES 1-5 ABOVE OF STRUCTURAL NOTES FOR ADDITIONAL INFORMATION.

PROJECT NO. 033 DRAWING NO. 033-01-01-01 SHEET NO. 01 OF 01		PROJECT NO. 033 DRAWING NO. 033-01-01-01 SHEET NO. 01 OF 01	
TITLE: D4700270MR BERM REPAIRS AT SALTWELLS MULTIPLE FACILITIES TYPICAL GENERAL CONST. DETAILS		DRAWING NO. 033-01-01-01 SHEET NO. 01 OF 01 DATE: 12/11/03	
CONTRACTOR: S&B CONSTRUCTION CO., INC. 1415 WASHINGTON ST. SALT LAKE CITY, UT 84119		CONTRACTOR: S&B CONSTRUCTION CO., INC. 1415 WASHINGTON ST. SALT LAKE CITY, UT 84119	
PROJECT NO. 033 DRAWING NO. 033-01-01-01 SHEET NO. 01 OF 01		PROJECT NO. 033 DRAWING NO. 033-01-01-01 SHEET NO. 01 OF 01	

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 4 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.

2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

3.3. The Bidder, by submitting its electronic bid, 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 bid are true and correct.

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg>

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

6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

7.1. 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.

7.2. Refer to sections 5-4, “INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **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.

12.2. 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.

12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **“Subcontractors For Alternates”** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.

13. SUBMITTAL OF “OR EQUAL” ITEMS: See Section 4-6, “Trade Names” in The WHITEBOOK and as amended in the SSP.

14. AWARD:

14.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and 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 and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.

Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:
Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS 56P
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.

- 20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

- 21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the

Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder 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 (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

24.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

25.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.

25.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Orion Construction Corporation, a corporation, as principal, and Western Surety Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Four Million Eight Hundred Seventy Two Thousand Dollars and Zero Cents (\$4,872,000.00)** for the faithful performance of the annexed contract, and in the sum of **Four Million Eight Hundred Seventy Two Thousand Dollars and Zero Cents (\$4,872,000.00)** 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)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

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

Mara W. Elliott, City Attorney
By: 
Print Name: Justin Stark
Deputy City Attorney

Date: 9/22/2023

Date: 9/29/23

CONTRACTOR Orion Construction Corporation

SURETY Western Surety Company

By: 
Print Name: Mark Dowsing, President
Date: 6/7/23

By: 
Print Name: Lawrence F. McMahon, Attorney-in-Fact
Date: June 1, 2023

1455 Frazee Road, Suite 300
San Diego, CA 92108

Local Address of Surety

(619) 682-3510
Local Phone Number of Surety

Subject to adjustment based on
\$33,832.00 final contract price.
Premium

30192022
Bond Number

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 June 7, 2023 before me, Sarah Andrews Stotts, Notary Public
(insert name and title of the officer)

personally appeared Mark Dowsing,
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)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

On JUN 01 2023 before me, N. Kirk-Smith, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *N. Smith*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Surety Company

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Lawrence F Mc Mahon, Sarah Myers, Janice Martin, Christopher J Conte, Lilia De Loera,
Individually**

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

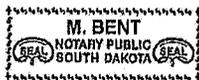
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of June, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The El Capitan Dam Spillway Near - Term Repair project includes but not limited to concrete repair to the upstream and downstream ogee spillway walls, left retaining walls, and surface of right walls exposed above debris. Concrete repair also applies to the portion of slab upstream of the ogee wall and downstream spillway slab extending down the existing shrubs. Additionally, the scope includes trimming non-native vegetation growing within 10 feet of the north side of the spillway steep chute.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **0100318-1-D** through **0100318-21-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**.
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **170 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

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/slbeinst.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.shtml>
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 EOCB 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 EOCB 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.shtml>
-

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

1. **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.
 - 1.1. **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.
 - 1.1.1. 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.
 - 1.1.2. 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.
 - 1.2. **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.

- 1.3. 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.
- 1.3.1.** 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 1.9. 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.
- 1.9.1.** 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.
- 1.9.2.** 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.
- 1.10. 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.
- 1.11. 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.
- 1.12. 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:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- 1.12.2.** 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).
- 1.12.3.** 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 1.11 above. (Labor code section 1773.3).

ATTACHMENT E
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.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", 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 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 3 – CONTROL OF THE WORK

- 3-2 SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.

SECTION 4 - CONTROL OF MATERIALS

- 4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:

<https://www.sandiego.gov/ecp/edocref/>

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..

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

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

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

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

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.5.2.2 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters. In addition to the Workers' Compensation Insurance required under the General Conditions of this Contract, you shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other applicable federal or state laws, relating to your Work in, over, or alongside navigable waters.

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.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

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

3. Refer to the Sample City Invoice materials in **Exhibit D – Sample City Invoice with Cash Flow Forecast** 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 **El Capitan Dam Spillway Near - Term Maintenance and Repairs**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.
3. Work to perform the spillway repairs will be evaluated by City environmental team for indirect impacts (i.e. noise). For any work that would generate noise level of 60dBA or above during bird breeding season (February 1 – September 15), a pre-construction nesting bird survey will need to be conducted by a biologist hired by the contractor before the work is performed. The construction work will need to begin within three days of the date of the survey otherwise another survey will need to be performed. If a nest(s) is/are detected, the work may be allowed go forward as long as a biological monitor present does not observe disruptions to nesting behavior and 60 dBA noise threshold averaged over one-hour is not exceeded at the nest(s) site. If the biological monitor determines the work will exceed the threshold during the operation then a sound barrier will need to be set-up by the contractor to reduce the noise to meet the threshold before work can resume. If no nest(s) is/are detected the work can proceed without the monitor.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the “WHITEBOOK”, ADD the following:

4. The Lump Sum Bid item for **“Construction of El Capitan Dam Spillway Repair”** shall include, but not limited to, concrete repair to the upstream and downstream ogee spillway walls, left retaining walls, surface of right walls

exposed above debris, and the portion of slab upstream of the ogee wall and downstream spillway slab extending down the existing shrubs as specified in the Plans, Contract Documents, and Plan Sheets 0100318-1-D through 0100318-21-D. The lump sum bid item shall also include trimming non-native vegetation growing within 10 feet of the north side of the spillway steep chute biological monitoring, and sound barrier if it determines required.

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

802-2.1 Project Biologist. To the "WHITEBOOK", ADD the following:

5. 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.

802-4 PAYMENT. To the "WHITEBOOK", item 1, subsection "e", DELETE in its entirety and SUBSTITUTE with the following:

- e. The payment for the pre-construction nesting bird survey, sound monitoring, and reporting required during the construction includes payment for the Project Biologist when required, furnishing the required reports, site observations, and bond(s), and shall be included in the lump sum Bid item for the "**Construction of El Capitan Dam Spillway Repair**", unless otherwise specified.

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**.

TECHNICALS

SECTION 03 01 30.71

REHABILITATION OF CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SCOPE

- A. The Work of this Section includes the patching and overlay and subsequent replacement of prepared, exterior concrete surfaces, vertical, horizontal, and overhead, with cementitious, high-strength (7,000 psi @ 28 days minimum) repair mortar including, including the partial-depth and the full depth repairs, hence referred to as repair mortar, including all appurtenant work related to this repair surface, complete. The Work of this Section also includes the patching of interior and exterior vertical or overhead surfaces with a cementitious repair mortar and all appurtenant work, complete.

1.02 RELATED SECTIONS

- A. The Work of the following Sections apply to Work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of the Work.
1. Section 03 64 00 Injection Grouting

1.03 CODES

- A. The Work of this Section shall comply with the current editions of the following codes as adopted by the City of San Diego Municipal Code:
1. California Building Code, 2022 edition.

1.04 SPECIFICATIONS AND STANDARDS

- A. Except as otherwise indicated, the current editions of the following apply to the Work of this Section:
1. ASTM C33 Concrete Aggregates
 2. ASTM C 40 Test Method for Organic Impurities in Fine Aggregates for Concrete
 3. ASTM C 42 Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 4. ASTM C 87 Test Method for Effect of Organic Impurities in Fine Aggregate on Strength of Mortar
 5. ASTM C 136 Method for Sieve Analysis of Fine and Coarse Aggregates
 6. ASTM C 150 Specification for Portland Cement
 7. ASTM C 171 Specification for Sheet Materials for Curing Concrete
 8. ASTM C 1240 Specification for Silica Fume for Use as a Mineral Admixture in Hydraulic Cement Concrete, Mortar, and Grout

9. ASTM C 685 Concrete Made by Volumetric Batching and Continuous Mixing
10. ASTM E 329 Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction

1.05 CONTRACTOR SUBMITTALS

A. Action Submittals:

1. Product data sheets for each material supplied.

B. Informational Submittals:

1. Repair Mortar System: Manufacturer's preparation and installation instructions.
2. Written description of equipment proposed for concrete removal and surface preparation.
3. Certificates:
 - a. Shotcrete Nozzleman: Current ACI Certification for each proposed nozzleman.
 - b. Manufacturer's Certificate of Compliance, that proposed repair mortar systems are prepackaged, shrinkage compensated, specially designed for use on vertical and overhead surfaces that are exposed to weather.
 - c. Mortar Manufacturer's Certificate of Proper Installation.
4. Statements of Qualification:
 - a. Repair mortar system applicator.
 - b. Repair mortar system manufacturer's representative.
 - c. Independent Third-Party Testing Laboratory.
5. Repair mortar system manufacturer's proposed modified test procedures for ASTM C109/C109M, ASTM C882/C882M, and ASTM C157 C157M test methods.
6. Field and laboratory test reports.

1.06 QUALITY CONTROL

A. Manufacturing Qualifications

1. The manufacturer of the specified product shall be ISO 9001 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis
2. CONTRACTOR shall be a trained applicator of the manufacturer of the specified product(s), who has completed a program of instruction in the use of the specified product(s) within the last year and provide a letter of certification from the manufacturer attesting to their trained status. Only those employees trained shall be allowed to mix and apply the product(s).
3. Repair Mortar System Applicator:

- a. For Large size repair areas– Shotcrete Mortar, trained and experienced applicator recognized or certified by repair mortar system manufacturer.
 - b. For Medium size repair areas – Low-Pressure Spray Mortar, in lieu of recognition or certification, demonstrate application of repair mortar manufacturer’s system and obtain Certification of Proper Installation, in accordance with Article Manufacturer’s Services.
- B. Furnish evidence to CONSTRUCTION MANAGER that CONTRACTOR conforms to above requirements, has been specializing in this work for a period of at least five years, and will use only experienced shotcrete foremen, nozzle men and delivery equipment operators on the work.
- C. Conform to ACI 506R, Paragraphs 5.2 and 5.3, for qualifications and duties of craftsmen.
- D. Pre-repair Conference:
 - 1. Required Meeting Attendees:
 - a. CONTRACTOR.
 - b. Repair Subcontractor.
 - c. Technical representative for repair material manufacturer.
 - d. Engineer.
 - 2. Schedule and conduct prior to conducting mockups and incorporation of respective products into Project. Notify Engineer of location and time.
 - 3. Agenda shall include, but not limited to:
 - a. Review of field conditions. Conduct field observations of Work to be performed.
 - b. Based on above observations, repair material manufacturer’s technical representative shall confirm material selection and make Project-specific repair method recommendations.
 - c. Technical representative for repair material manufacturer shall review proposed surface preparation, material application, consolidation, finishing, curing, and protection of repair material from weather conditions.
 - d. Other specified requirements requiring coordination.

1.07 OWNER’S MANUAL

- A. The following shall be included in the OWNER’S MANUAL in compliance with Section 01 33 00:
 - 1. Certificates from manufacturers or suppliers certifying that the materials supplied conform to the requirements of the Contract Documents.

1.08 PRECONSTRUCTION TESTING/TEST PANELS

- A. The CONTRACTOR, OWNER, CONSTRUCTION MANAGER and third-party testing personnel shall attend pre-construction training, provided at the CONTRACTOR's expense, provided by the manufacturer's representative of the approved mortar repair material.
- B. Standard of Reference Sample Panels: The CONTRACTOR shall prepare two, step-by-step sample procedure reinforced concrete sample (mockup panel) panels which will serve as the standard of workmanship for the duration of the Work. The asperity and aggregate profile shall be constructed to represent the current, existing aggregate profile of the spillway wall. In lieu of constructed test panels, the OWNER may accept using the existing spillway wall as the test panels provided the CONTRACTOR can demonstrate each step of the proposed rehabilitation to the satisfaction of the OWNER. Test panels must be accepted by the OWNER or the CONSTRUCTION MANAGER. Upon acceptance, the panels shall be used during quality acceptance as a standard of application and procedure workmanship. Provide one vertical panel a minimum of 50 square feet in area which shall be erected in vertical position for layup of repair coats. Provide one floor mockup panel a minimum of 100 square feet in area. The sample panels and workmanship shall illustrate as a mockup panel the following conditions:
 - 1. Existing surface profile and surface preparation using spillway wall as standard;
 - 2. Scrub coat application;
 - 3. Intermediate coat(s);
 - 4. Final coat application demonstrating, flatness, surface preparation, holiday and bughole free condition of repaired surface prior to protective coating;
 - 5. Final protective coating.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Package repair mortar system products in moisture-resistant bags, pails, or moisture-resistant bulk bags.
- B. Deliver, store, and handle repair materials in accordance with manufacturer's printed instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cementitious repair mortar:
 - 1. The materials shall be non-combustible, both before and after cure.
 - 2. The materials shall be supplied in a factory-proportioned unit.
 - 3. The repair mortar must be placeable from 1/8" to 1-1/2" in depth per lift for vertical applications and 1/8" to 1" in depth for overhead applications.
- B. Water:

1. Water for the repair mortar shall be furnished and paid for by the CONTRACTOR. All water shall be clean and free from objectionable quantities of organic matter, alkali, salts, and other impurities which might reduce the strength, durability, or other quality of the cementitious repair modified mortar.
- C. Reinforcement:
1. Deformed Steel Reinforcement:
 - a. ASTM A615/A615M, Grade 60.
- D. Performance Criteria
1. Typical Properties of the cementitious repair mortar:
 - a. Working Time: Approximately 15-30 minutes
 - b. Finishing Time: 20 - 60 minutes
 2. Color: gray
 3. Typical Properties of the cured cementitious repair mortar:
 - a. Compressive Strength
 - b. 28 day: 7,000 psi min.(48.3 MPa)
 4. Splitting Tensile Strength (ASTM C-496) @ 28 days: 850 psi (5.9 MPa)
 - a. Density: 132 pcf (2.2 kg/l)
 5. The cement mortar shall not produce a vapor barrier.

2.02 MANUFACTURERS

- A. The CONTRACTOR shall provide products of the type indicated shall be manufactured by one of the following (or approved equal):
1. Cementitious, high-strength (7,000 psi @ 28 days minimum) shrinkage compensated pre-proportioned, cementitious repair mortar
 - a. Tnemec Mortarcrete Series 217, SikaTop 123 Plus, SikaCem 226 CL or approved equal.

2.03 CEMENTITIOUS BONDING AGENT AND REINFORCEMENT COATING

- A. Cementitious adhesive, specifically formulated for bonding plastic Portland cement concrete or mortar to hardened Portland cement concrete.
1. Mixed Bonding Agent Properties:
 - a. Pot Life: 75 minutes to 105 minutes.
 - b. Contact Time: 24 hours.
 - c. Color: Concrete gray.
 2. Cured Cementitious Adhesive Properties:
 - a. Splitting Tensile Strength, ASTM C496/C496M at 28 Days: 500 psi minimum.
 - b. Flexural Strength, ASTM C348: 1,000 psi minimum.

- c. Slant Shear Bond Strength, ASTM C882/C882M at 14 Days:
 - (1) 2-Hour Open Time: 2,500 psi minimum.
 - (2) 24-Hour Open Time: 2,000 psi minimum.
 - 3. Bonding agent shall not produce a vapor barrier.
 - 4. Compatible with and from same manufacturer as the repair system used.
- B. Manufacturers and Products:
- 1. Sika Corp., Lyndhurst, NJ; Sika Armatec 110 EpoCem.
 - 2. BASF Construction Chemicals, LLC - Building Systems, Shakopee, MN; MasterEmaco P 124.
 - 3. Euclid Chemical Co., Cleveland, OH; Dural Prep AC.

2.04 EVAPORATION RETARDANT

- A. As recommended by manufacturer.

2.05 CURING COMPOUND

- A. As recommended by manufacturer.

PART 3 - EXECUTION

3.01 GENERAL

- A. Hand applied mortar concrete shall be used on the work. If other products require other application methods then follow manufacturer recommendations.

3.02 SURFACE PREPARATION FOR REPAIR MORTAR

- A. Identify unsound and deteriorated concrete by sounding techniques, or as directed by Engineer, and review proposed extent of repair with Engineer.
- B. Remove unsound, honeycombed, deteriorated, or otherwise defective areas of concrete from work areas.
 - 1. For larger demo areas, use 8,000 psi minimum high-pressure water blasting machine as required for Site conditions. For small, localized repairs use power-driven jackhammers, chipping hammers, or scabblers. In such cases where chipping hammers are required, limit size of chipping hammer to 16 pounds or lighter, or use small electric chipping hammer, to reduce formation of micro-fractures in substrate concrete surface.
 - 2. Remove concrete to abrade substrate concrete surfaces to a minimum amplitude roughness of 3/16 inch measured between high and low points with a 3-foot-long straightedge, in accordance with ASTM D4259.
 - 3. For existing structures, extent of concrete removal as shown on Drawings.
 - 4. Where final surface is required to be flush with existing adjacent surface remove existing concrete depth as required for application of minimum thickness of repair mortar.

- C. Following removal of unsound or deteriorated concrete, check substrate concrete surface by sounding techniques to identify unsound concrete remaining or resulting from use of chipping hammer.
- D. Remove unsound concrete to satisfaction of Engineer.
 - 1. Engineer shall provide structural observation site visits per plan to observe the prepared surface and final cured repair areas.
- E. Square edges of patch areas by saw cutting to avoid tapered shoulders or featheredges. Avoid cutting embedded steel reinforcement. Roughen polished saw-cut edge by high-pressure water blasting or abrasive blasting.
- F. Remove concrete adjacent to steel reinforcement to a minimum of 1-inch clearance around steel reinforcement for application and bonding of new repair mortar to circumference of exposed steel reinforcement if one or more of the following surface conditions exist:
 - 1. 50 percent or more of circumference around steel reinforcement is exposed during concrete removal.
 - 2. 25 percent or more of circumference around steel reinforcement is exposed during concrete removal and corrosion is present to extent that more than 25 percent loss of section has occurred.
 - 3. Otherwise evident that bond between existing concrete and steel reinforcement has been destroyed or has deteriorated as determined by Engineer.
- G. Clean exposed steel reinforcement of loose rust and concrete splatter per plan.
- H. Keep areas from which concrete has been removed free of dirt, dust, and water blasting waste slurry. Remove laitance and other bond inhibiting contaminants from prepared areas.
- I. Dampen repair areas at least 6 inches beyond area to receive repair mortar for at least 24 hours to provide saturated surface dry (SSD) condition without standing water at time of application of mortar as required by and in accordance with repair mortar manufacturer's printed instructions.
- J. Collect and dispose of spent water and concrete debris from removal operations offsite in manner and location acceptable to Owner. Concrete debris from removal operations should be prevented from entering the reservoir.

3.03 REINFORCEMENT INSTALLATION

- A. Provide steel reinforcement when existing reinforcement is not exposed, and when mortar application is more than 3 inches deep, unless otherwise shown on Drawings.
- B. Replace deteriorated steel reinforcement with new steel reinforcement equivalent in cross-sectional area to original steel reinforcement. Refer to details on Drawings.

- C. Fasten steel reinforcement to mesh anchors with tie wire to prevent from moving during placement of repair mortar.
- D. Lap reinforcement mesh a minimum of one mesh spacing and securely fasten mesh to mesh anchors, or to reinforcement fastened to mesh anchors, with tie wire at intervals no more than 12 inches to prevent movement during application of repair mortar.
- E. Coat exposed new and existing steel reinforcement and reinforcement mesh with cementitious reinforcement coating at same time as substrate concrete is coated, as specified below, per repair mortar and cementitious reinforcement coating manufacturers' printed instructions.

3.04 PROTECTION

- A. If cementitious coating or bonding agent is used, protect adjacent surfaces from over application. Promptly remove bonding agent applied beyond repair area.
- B. Protect adjacent surfaces, and equipment, from being damaged by overshooting, rebound, and dust, as applicable for repair mortar system used, from shotcrete mortar or low-pressure spray mortar.

3.05 MIXING AND APPLICATION

- A. Mechanically mix in an appropriate sized mortar mixer or with a mud paddle and low speed (400-600 rpm) drill. Mix only that amount of material that can be placed in 10-15 minutes. Do not retemper material.
- B. Placement procedure: At the time of application, the substrate shall be saturated surface dry with no standing water. Mortar must first be scrubbed into the substrate filling all pores and voids. While the scrub coat is still plastic, force material against edge of repair, working toward center. After filling, consolidate then screed. Allow mortar to set to desired stiffness then finish with trowel for smooth surface. Wood float or sponge float for a rough surface. Areas where the depth of the repair area to sounds concrete is greater than 1-1/2", the repair shall be made in lifts of 1-1/2" maximum thickness. The top surface of each lift shall be scored to produce a rough surface for the next lift. The preceding lift shall be allowed to reach final set before applying fresh material. The fresh mortar must be scrubbed into the preceding lift.
- C. Construction tolerances: Set and maintain mortar screeds and perform finishing operations so as to ensure that the completed Work is within the tolerances specified herein. Finished surface shall achieve the wall thickness and finished floor elevation of the original wall thickness Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the specified permissible variation from lines, grades, or dimensions shown. Where tolerances are not stated in the Specifications, permissible deviations will be in accordance with ACI 117.

The following construction tolerances are hereby established and apply to finished walls and slab unless otherwise shown:

Item	Tolerance
------	-----------

Variation of the constructed linear outline from the established position in plan.	In 10 feet: 1/8-inch; In 20 feet or more: 1/4-inch
Variation from the level or from the grades shown.	In 10 feet: 1/8-inch; In 20 feet or more: 1/4-inch
Variation from the plumb	In 10 feet: 1/8-inch; In 20 feet or more: 1/4-inch
Variation in the thickness of slabs and walls.	Minus 1/8-inch; Plus 1/8-inch
Variation in the locations and sizes of slabs and wall openings	Plus or minus 1/4-inch

3.06 JOINTS

- A. Construction Joints: Particular care shall be given to formation of construction joints. They shall be sloped to a thin edge and the edge shall be thoroughly wetted before adjacent section of concrete is placed. No square joints will be allowed. Construction joints, as well as expansion joints, are to be matched. All other joints shall be acceptable to the CONSTRUCTION MANAGER. Particular care shall be given to the existing spillway expansion and construction joints. Placement of cementitious repair mortar shall be designed to consider the location of joints, work stoppage and starting each day and required movement. Material may not be applied with a feather edge.
- B. Formed Joints: All formed joints shall be constructed as detailed, at the locations shown.

3.07 POLYMER-MODIFIED REPAIR MORTAR PLACEMENT

- A. Mix mortar in accordance with manufacturer's printed instructions.
- B. Bond Coat: Apply to prepared substrate concrete surface before application of mortar in accordance with repair mortar manufacturer's printed instructions. Do not apply more bond coat than can be covered with mortar before bond coat dries. Do not retemper bond coat.
- C. Place mortar by hand or low-pressure spray and trowel to specified surface finish, in accordance with requirements of repair material's printed instructions.
- D. Finish repair mortar to smooth even surface to match adjacent concrete surface.
- E. Cure as specified in Article Curing, and in accordance with manufacturer's printed instructions.

3.08 SHOTCRETE MORTAR PLACEMENT

- A. Apply shotcrete mortar in accordance with manufacturer's instructions.
- B. Do not reuse rebound materials.

- C. Apply mortar using dry mix process, in accordance with ACI 506.2.
- D. Shotcrete mortar shall emerge from nozzle in a steady, uninterrupted flow. If flow becomes intermittent, direct flow away from the Work until flow of mortar becomes constant.
- E. Applied Shotcrete Mortar: Minimum thickness of 1-1/2 inches to 2 inches of cover over existing reinforcement, or to level of surrounding concrete surface, whichever results in thicker coat.
- F. Nozzle Position: Hold nozzle approximately at right angles to and at a distance from surface in accordance with shotcrete repair mortar system manufacturer's instructions for type of application, nozzle, and air pressure used.
- G. Steel Reinforcement Encasement:
 - 1. Modify procedure of shooting shotcrete mortar to better direct material around reinforcement bars.
 - 2. Prevent shotcrete mortar from building up on reinforcement steel when shooting on, around, through, and behind steel to eliminate voids.
 - 3. Provide dense void-free encasement of reinforcement steel.
- H. Shotcreting More than One Layer: In accordance with shotcrete repair mortar system manufacturer's printed instructions.
- I. Slice off excess material with a wire screed approximately 5 minutes to 10 minutes after initial set.
- J. Apply finish to exposed shotcrete mortar surface to match existing surface natural gun finish and in accordance with manufacturer's instructions.
- K. Rebound Removal: Continuously throughout shotcrete mortar application, remove rebound, sand, and miscellaneous debris, and dispose offsite at an approved disposal facility.

3.09 CURING

- A. Prior to curing, apply water fog to repair mortar system in accordance with repair mortar system manufacturer's printed instructions.
- B. Cure in accordance with repair mortar manufacturer's printed instructions.
- C. Where permitted by repair mortar manufacturer's printed instructions, commence water curing after repair mortar system application and when curing will not cause erosion of mortar.
- D. Continuously water fog cure repair mortar system for a period of 7 days.
- E. Do not cure using curing compound or membrane, unless method is part of repair mortar system manufacturer's printed instructions and approval is obtained from Engineer.

- F. Cure intermediate layers of repair mortar in accordance with repair mortar manufacturer's printed instructions.
- G. Where curing compound is permitted by repair mortar system manufacturer, apply curing compound in accordance with manufacturer's recommendations.

3.10 CLEANUP

- A. Upon completion of the Work indicated in this Section, the CONTRACTOR shall remove all forming, shoring, rebound, excess material, and protective materials from the project site. Remove waste materials, unsound material from concrete surfaces, material chipped from structure, and water used in preparation of or repair areas, finishing, and curing, and dispose offsite at an approved disposal site.

3.11 FIELD QUALITY CONTROL

- A. Testing Third Party Laboratory: The CONTRACTOR shall engage an Independent Testing Laboratory who shall perform the following quality control tests. The CONTRACTOR shall prepare samples as specified by the Independent Testing Laboratory.
 - 1. Patching Mortar, Concrete Repair Mixes, Field Mixed: For each product, a minimum of three (3) randomly selected samples tested for compressive strength according to ASTM C 109 and/or ASTM C39 for every 100 s.f. of patch placed, but not less than three (3) samples for each day's work. For both test methods, ASTM C109 and ASTM C39, take enough samples to test compressive strengths at 7 days and at 28 days. Test samples shall achieve a minimum compressive strength of 5,600 psi at 7 days and 7,000 psi at 28 days
 - 2. Evaluation and acceptance of repairs per ACI 301.
- B. If testing performed by the Independent Testing Laboratory indicates that the materials as installed do not meet the specified performance requirements, the CONTRACTOR shall perform additional testing, at his own expense as required to determine the quality of the installed product, or, if required, replace the defective product at his own expense.

3.12 MORTAR REPAIR FAILED TEST

- A. Remove and replace unacceptable Work.
- B. Hollow Sounding Areas: Saw cut hollow sounding areas to a new square edge. Remove unsound mortar repair. Prepare substrate surface and reapply repair mortar as specified herein above.
- C. Failed Compression Strength Test: Remove affected areas of repair mortar represented by failed compression strength test results. Prepare substrate surface and reapply repair mortar as specified herein above.
- D. Failed Bond Tests: Remove affected areas of repair mortar represented by failed bond test results. Prepare substrate surface and reapply repair mortar as specified herein above.

- E. Retest areas where repair mortar was removed and replaced, in accordance with test requirements specified herein above.

3.13 MANUFACTURER'S SERVICES

- A. Provide repair mortar system manufacturer's representative at Site to review acceptability of surface preparation, mixing and installation assistance, training of repair mortar system applicators, inspection, and Certification of Proper Installation.

**** END OF SECTION ****

SECTION 03 64 00
INJECTION GROUTING

PART 1 - GENERAL

1.01 SCOPE

- A. The Work of this Section includes the repair of cracks in concrete by the injection of an epoxy resin adhesive.

1.02 RELATED SECTIONS

- A. The Work of the following Sections apply to the Work of this Section. Other Sections, not referenced below, shall also apply to the extent required for proper performance of this Work.
 - 1. Section 03 01 30.71 Rehabilitation of Cast-in-Place Concrete

1.03 SPECIFICATIONS AND STANDARDS

- A. The publications listed below form part of this specification to the extent referenced and are referred to in the text by the basic designation only. Reference shall be made to the latest edition of said standards unless otherwise called for.
 - 1. ASTM D 695 Test Method for Compressive Properties of Rigid Plastics.

1.04 REPAIR CRITERIA

- A. Cracks in concrete at least 3/32 inches in size or identified per plan shall be repaired.

1.05 SUBMITTALS

- A. Action Submittals:
 - 1. Product data sheets for each material supplied.
- B. Informational Submittals:
 - 1. Repair System: Manufacturer's preparation and installation instructions.
 - 2. Written description of equipment proposed for concrete removal and surface preparation.
 - 3. Certificates:
 - a. Manufacturer's Certificate of Compliance, that proposed repair mortar systems are prepackaged, shrinkage compensated, specially designed for use on vertical and overhead surfaces that are exposed to weather.
 - b. Manufacturer's Certificate of Proper Installation.
 - 4. Statements of Qualification:

- a. Repair system applicator.
 - b. Repair system manufacturer's representative.
 - c. Independent Testing Laboratory.
5. Field and laboratory test reports.

1.06 QUALIFICATIONS

- A. Epoxy injection shall be performed by a certified applicator.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Package repair mortar system products in moisture-resistant bags, pails, or moisture-resistant bulk bags.
- B. Deliver, store, and handle repair materials in accordance with manufacturer's printed instructions.

PART 2 - PRODUCTS

2.01 EPOXY RESIN ADHESIVE FOR INJECTION

- A. For 1/32-1/8-inch cracks; Epoxy adhesive grout shall be a 100 percent solids 2-part water insensitive low-viscosity epoxy resin system. Epoxy shall be suitable for grouting both dry and damp cracks. Epoxy shall develop a minimum tensile strength (ASTM D695) of 6,000 psi and a minimum compressive strength of 8,000 psi. Epoxy shall be Sikadur 35, Sikadur 55, Hi-Mod LV by Sika Corporation, Tnemec Series 215, or equivalent.
- B. For 1/8-1-inch cracks; create 1/2-inch wide by 1/2" deep groove and set ports and seal surface of crack with SikaTop 123 Plus.

2.02 SURFACE SEAL

- A. The surface seal material is that material used to confine the injection adhesive in the fissure during injection and cure.
- B. The surface seal material shall have adequate strength to hold injection fittings firmly in place and to resist injection pressures adequately to prevent leakage during injection.
- C. The material shall be from the same manufacturer of the epoxy resin adhesive and be of a compatible material.

2.03 EQUIPMENT FOR INJECTION

- A. The equipment used to meter and mix the two injection adhesive components and inject the mixed adhesive into the crack shall be portable, positive displacement type pumps with interlock to provide positive ratio control of exact proportions of the two components at the nozzle. The pumps shall be electric or air powered and shall provide in-line metering and mixing.

- B. The injection equipment shall have automatic pressure control capable of discharging the mixed adhesive at any pre-set pressure up to 200 psi plus or minus 5 psi and shall be equipped with a manual pressure control override.
- C. The injection equipment shall have the capability of maintaining the volume ratio for the injection adhesive prescribed by the manufacturer of the adhesive within a tolerance of plus or minus 5 percent by volume at any discharge pressure up to 200 psi.

2.04 MATERIALS

- A. All materials shall be as specified or as recommended by the manufacturer for temperature and moisture conditions encountered.

Pressure-Injected Epoxy Resin	ASTM C881, Type I or Type IV, moisture tolerant or moisture insensitive; Sikadur 35/55, Hi-Mod LV.
Pressure-Injected Foam Resin	Hydrophilic polyurethane foam; Prime Resins "Prime-Flex 900 XLV", DeNeef "HYDRO ACTIVE Sealfoam", or Avanti "AV-333 Injectaflex", SikaFix "HH Hydrophilic".
Foam Resin Accelerator	As recommended by foam resin manufacturer.
Crack Sealant	As recommended by the manufacturer of the pressure-injected epoxy resin product.
Water	Clean and free from deleterious substances.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Prior to the placement of the repair materials, the crack to be repaired shall be inspected by the material manufacturer to assure that preparation and conditions are correct for the type of repair and the product/material being used as specified herein.

3.02 PREPARATION

- A. Surface adjacent to cracks or other areas of application shall be cleaned of dirt, dust, grease, oil, efflorescence or other foreign matter which may be detrimental to the integrity of the bond between the epoxy and the injection surface. Acids and corrosives shall not be permitted.
- B. Grind surface application area to expose aggregate.
- C. Entry ports shall be provided along the crack at intervals of not more than the thickness of the concrete being repaired. Ports shall be compatible with pressure injection equipment.

- D. Surface seal material shall be applied to the face of the crack between the entry ports. For through cracks, surface seal shall be applied to both faces.
- E. Enough time for the surface seal material to gain adequate strength shall pass before proceeding with the injection.

3.03 EPOXY INJECTION

- A. Injection of epoxy adhesive shall begin at lower entry port and continue until there is an appearance of epoxy adhesive at the next entry port adjacent to the entry port being pumped.
- B. When epoxy adhesive travel is indicated by appearance at the next adjacent port, injection shall be discontinued on the entry port being pumped, and epoxy injection shall be transferred to the next adjacent port where epoxy adhesive has appeared.
- C. Epoxy adhesive injection shall be performed continuously until cracks are completely filled.
- D. If port to port travel of epoxy adhesive is not indicated, the work shall immediately be stopped and the Engineer of Record notified.

3.04 FINISHING

- A. When cracks are completely filled, epoxy adhesive shall be cured to sufficient time to allow removal of surface seal without any draining or runback of epoxy material from cracks.
- B. Surface seal material and injection adhesive runs or spills shall be removed from concrete surfaces.
- C. The face of the crack shall be finished flush to the adjacent concrete showing no indentations or protrusions caused by the placement of entry ports.

3.05 PRESSURE TEST

- A. The mixing head of the injection equipment shall be connected and the equipment run until clear uniformly mixed material flows into the purge pail. The operator shall engage the equipment shut-off nozzle valve and subsequently bump the on-off switch while monitoring pressure on psi gauge until the pressure reaches 200 psi. Pressure gauge shall be monitored for one minute. If pressure is maintained between 190-200 psi, check valves shall be considered to be functioning properly and the injection may proceed. If pressure drops below 190 psi, CONTRACTOR shall be required to have new seals installed on the check valves and the equipment shall be subsequently retested.
- B. The pressure test shall be run for each injection unit at the beginning and after meal break of every shift that the unit is used in the work of crack repair.
- C. The adequacy and accuracy of the equipment shall be solely the responsibility of the CONTRACTOR.

3.06 RATIO TEST

- A. The epoxy mixture ratio shall be monitored continuously while injecting by placing a strip of masking tape on the sides of the A and B reservoirs full height. After filling reservoirs, the A and B levels shall be marked and monitored while running injection machine into purge pail for a period of one minute.
- B. The ratio test shall be run for each injection unit at the beginning and after meal break of every shift that the unit is used in the work of crack repair.

3.07 PROOF OF RATIO AND PRESSURE TEST

- A. At all times during the course of the work the CONTRACTOR shall keep complete and accurate records available to the Engineer of the pressure and ratio tests specified above.
- B. In addition, the Engineer at any time without prior notification of the CONTRACTOR, may request the CONTRACTOR to conduct the tests specified above in the presence of the Engineer.

3.08 CLEANING

- A. After the epoxy resin adhesive for grouting has cured, the epoxy resin adhesive for sealing cracks and porting devices shall be removed as required by the Manufacturer. Clean the substrate in a manner to produce a finish appearance acceptable to the Owner.
- B. The uncured epoxy resin adhesive can be cleaned from tools with approved solvent. The cured epoxy resin adhesive can only be removed mechanically.
- C. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.
- D. Remove waste materials, unsound material from concrete surfaces, material chipped from structure, and water used in preparation of or repair areas, finishing, and curing, and dispose offsite at an approved disposal site.

**** END OF SECTION ****

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O.BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
PUBLIC UTILITIES DEPARTMENT
9192 TOPAZ WAY
SAN DIEGO, CA 92123

_____ OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: N/A PROJECT TITLE: EL CAPITAN DAM SPILLWAY NEAR-TERM MAINTENANCE AND REPAIRS

PROJECT LOCATION-SPECIFIC: El Capitan Dam is in east San Diego County in the community of Lakeside and is owned and operated by the City of San Diego. The dam and spillway are accessible through El Monte Road and the United States Forest Service Access Road (Forest Route 13S10). El Capitan Dam and Reservoir are on unincorporated land outside of the County of San Diego MSCP Sub-Area Plan.

PROJECT LOCATION-CITY/COUNTY: Lakeside/County of San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Consistent with the El Capitan Spillway Near-Term Assessment, maintenance and repairs for the spillway will include: (1) sealing of all joints and cracks with gaps greater than 1/8-inch with a flexible sealant; (2) repair of all degraded concrete, spalls, and boulder impact areas within the spillway (channel floor and walls) by cutting-out existing material then replacing and patching material; (3) smooth vertically-displaced joints on concrete surfaces by surface grinding or other approved methods; and (4) trimming of non-native vegetation growing on the north side of the spillway steep chute. These concrete repairs are critical to keeping the integrity of the spillway intact and functioning. This maintenance work will be performed on an existing structure, and therefore, will not result in a direct significant impact to sensitive resources. All equipment will remain on existing roads or the developed dam structure itself. Work to perform the spillway repairs will be evaluated for indirect impacts (i.e. noise) and if found to be out of compliance with noise restrictions to listed species, work will be performed outside of the bird-breeding season. Repairs and maintenance to the spillway shall be completed in conformance with the Secretary of the Interior’s Standards for Treatment of Historic Properties, specifically, the Standard of Rehabilitation, to preserve the essential character-defining features of the dam that qualify it for National Register of Historic Places eligibility.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego - Public Utilities Department Engineering and Program Management; 9192 Topaz Way, San Diego, CA 92123; Project Manager: Stephanie Pang (858) 292-6428

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL: (SEC. 21080(b)(1); 15268);
- () DECLARED EMERGENCY: (SEC. 21080(b)(3); 15269(a))
- () EMERGENCY PROJECT: (SEC. 21080(b)(4))
- (X) CATEGORICAL EXEMPTION: (SEC 15301 (M))
- () STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: This exemption is based on the expert opinion and findings by the Public Utilities Department. This maintenance work is critical in keeping the dam maintained properly and efficiently for its intended use and will not result in a significant impact to the environment based on the analysis in the description of this document and where the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effect on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be adversely affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code. Furthermore, this project meets the criteria set forth in the CEQA section 15301 (M) Existing Facilities which allows for minor repairs to existing dams and appurtenant structures.

LEAD AGENCY CONTACT PERSON: Dirk Smith, Senior Planner, Public Utilities Department, Telephone: (858) 614-5722

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

Dirk Smith, SENIOR PLANNER

9/10/2020

SIGNATURE/TITLE

DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

- 1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

- 3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

2. Construction and maintenance related activities (see Tab 2).
 - b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
 - c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
 - d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
 - e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
 - f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
 - g. After the fees have been paid and an account has been created, the

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as “Hotline”), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter’s relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a “Notice of Discontinuation of Service” (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

- b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

7. **FEE AND DEPOSIT SCHEDULES**

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 10 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Water Department Director

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

Application Date	Requested Install Date:
------------------	-------------------------

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use: <input type="text"/>	<input type="checkbox"/>	Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
<small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small>			

Fire Hydrant Meter Removal Request	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ()	Pager: ()

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing
Backfilling
Combination Cleaners (Vactors)
Compaction
Concrete Cutters
Construction Trailers
Cross Connection Testing
Dust Control
Flushing Water Mains
Hydro Blasting
Hydro Seeing
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at *(Meter Location Address)* ends in 60 days and will be removed on or after *(Date Authorization Expires)*. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please contact the Water Department, or mail your request for an extension to:

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) _____ - _____.

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

SAMPLE REFERENCE

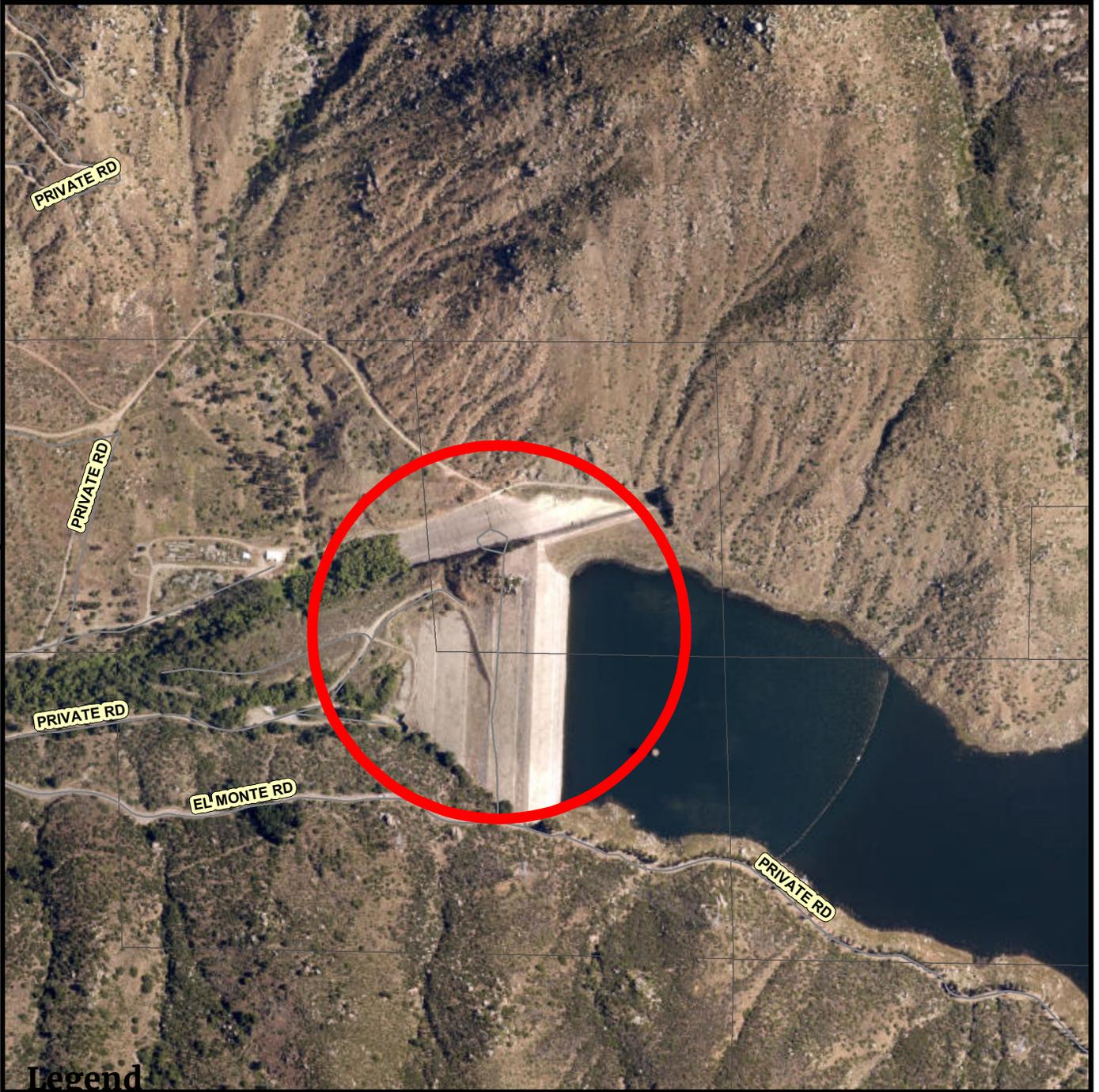
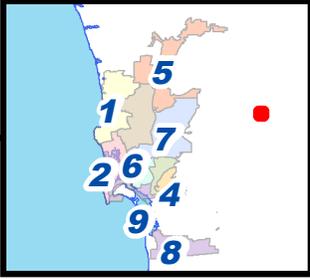
APPENDIX E
LOCATION MAP

EL CAPITAN DAM SPILLWAY NEAR-TERM REPAIR

SENIOR ENGINEER
Jong Choi
619-533-5493

PROJECT MANAGER
Junmin Pan
619-533-6682

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



Legend

 IO#11004710



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

APPENDIX F
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

ATTACHMENT F

RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Orion Construction Corporation, herein called "Contractor" for construction of **EL CAPITAN DAM SPILLWAY NEAR - TERM REPAIR**; Bid No. **K-23-2126-DBB-3**; in the total amount **Four Million Eight Hundred Seventy Two Thousand Dollars and Zero Cents(\$4,872,000.00)**, which is comprised of the Base Bid.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **EL CAPITAN DAM SPILLWAY NEAR - TERM REPAIR** on file in the office of the Purchasing & Contracting Department as Document No. **11004710**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **EL CAPITAN DAM SPILLWAY NEAR - TERM REPAIR**, Bid Number **K-23-2126-DBB-3**, San Diego, California.
3. 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.
4. 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.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution R-315104 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By Stephen Samara

Mara W. Elliott, City Attorney
By [Signature]

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

Print Name: Justin Stanelij
Deputy City Attorney

Date: 9/22/2023

Date: 9/29/23

CONTRACTOR

By [Signature]

Print Name: Mark Dowsing

Title: President

Date: 6/7/23

City of San Diego License No.: B19920029970

State Contractor's License No.: 549309

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: PW-LR-1000863563

CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

**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.

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.

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". 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.

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 Contractor Standards"), 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.

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.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

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.

AFFIDAVIT OF DISPOSAL

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

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

EL CAPITAN DAM SPILLWAY NEAR - TERM REPAIR

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2126-DBB-3**; SAP No. (IO) **11004710** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY*** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

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 Special Provisions – General; Paragraph 2-3 Subcontracts, 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	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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

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

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That Orion Construction Corporation as Principal, and Western Surety Company as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

El Capitan Dam Spillway Near - Term Repair, Bid No. K-23-2126-DBB-3

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 25th day of April, 2023

Orion Construction Corporation (SEAL)
(Principal)

By: 
(Signature)
Mark Dowsing, President

Western Surety Company (SEAL)
(Surety)

By: 
(Signature)
Lawrence F. McMahon, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

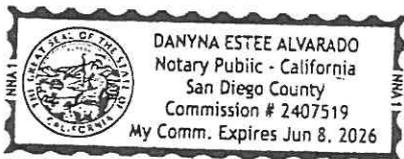
On APR 25 2023 before me, Danyna Estee Alvarado, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

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

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

Witness my hand and official seal.



Place Notary Seal Above

Signature Danyna Estee Alvarado
Signature of Notary Public Danyna Estee Alvarado

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing: _____

Signer's Name: _____

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



Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Lawrence F Mc Mahon, Sarah Myers, Janice Martin, Christopher J Conte, Lilia De Loera, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of July, 2021.



WESTERN SURETY COMPANY

Handwritten signature of Paul T. Bruflat in black ink.

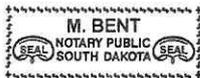
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



Handwritten signature of M. Bent in black ink.

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of April, 2023.



WESTERN SURETY COMPANY

Handwritten signature of L. Nelson in black ink.

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

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 4-28-2023 before me, Sarah Andrews Stotts, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Mark Dowsing
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Signature]
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: Bid bond
Document Date: 4-25-23 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Dowsing
 Corporate Officer – Title(s): President
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: Orion Construction Corporation

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

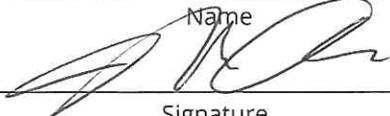
CHECK ONE BOX ONLY.

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

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

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

Contractor Name: Orion Construction Corporation

Certified By Mark Dowsing Title President
Name

Signature Date 5/18/23

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

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

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

* The precise nature of the interest includes:

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

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

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

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

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

*** Use Additional Pages if Necessary ***

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

Mark Dowsing, President



5/8/23

Print Name, Title

Signature

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.

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION

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

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

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

NAME	TITLE
Richard Dowsing	CEO
Mark Dowsing	President & Security
Nicole Dowsing	CFO/ Treasurer

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

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

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

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

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

Contractor Name: Orion Construction Corporation

Certified By Mark Dowsing Title President


 Signature _____ Date 5/8/23

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

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Solid Structures	Jeffery Hicks - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Nova Services, Inc DBA Barnett Quality Central Services	Danny Barnett - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

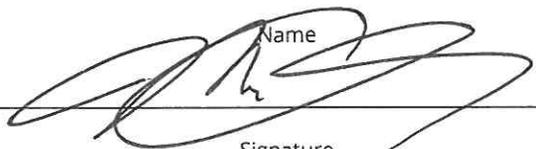
NAME	TITLE
Leopold Biological Services	Chirstine L. Harvey - Sole Proprietor

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Orion Construction Corporation

Certified By Mark Dowsing Title President


 Name
 Signature

Date 5/15/2023

USE ADDITIONAL FORMS AS NECESSARY*

City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM A



FOR

EL CAPITAN DAM SPILLWAY NEAR – TERM REPAIR

BID NO.:	<u>K-23-2126-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>11004710</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>N/A</u>
PROJECT TYPE:	<u>HB</u>

BID DUE DATE:

**2:00 PM
MAY 3, 2023**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

Q1. Please confirm that the gate at the fork of El Monte Rd, to the west of El Capitan Dam and just to the east of the El Cajon Mountain Truck Trail, can be utilized by the Contractor to open/close as needed during days and times when it may be closed due to the El Capitan Reservoir Recreation Area is closed.

A1. The contractor may utilize this gate when the reservoir is closed. The City staff still needs access to the reservoir properties during construction and thus the gate cannot be blocked.

Q2. On Sheet S-1, Note 6, it states that "at all slab and wall clay pipe drains, removal all exposed vegetation and debris to ensure drains are working properly". The count of these drains is not easily discernable in the plans provided. Please indicate an approximate count the Contractor should use for bidding purposes. Also please indicate to what length into the pipes the Contractor should assume cleaning is needed in order to get the drains working properly. (Should we anticipate each pipe is clogged with debris for 3', or 5' or 10'?).

A2. See attached as-built Exhibit for highlighted drain detail. Per As-built drawings, on the Right wall there are 4" tile drains spaced at 10 feet on center from STA 0+00 to STA 5+10 (R3 through R20) and on the Left Wall there are approximately 15 drains. For bidding purposes assume all debris and vegetation be removed at these cleanouts back to 18", and repair any exposed cracks or spalls covered by this vegetation. (See pages 10 through 32 of this Addendum)

Q3. Are there any load restrictions on the road that crosses on top of the El Capitan Dam?

A3. The City has used passenger cars and trucks on top of El Capitan Dam in the past. Heavy equipment is not recommended.

- Q4. Are there any load restrictions on the existing spillway?
- A4. Heavy equipment is not recommended because the load capacity on the spillway is unknown.
- Q5. Please confirm that the debris on the spillway that is shown on the plans is not the responsibility of the Contractor to remove or clean and that if Sheet S-1 is not part of the scope of work for this project. (See page 9 of this Addendum.)
- Q6. On Sheet S-17, Detail 2 for Type II Concrete Crack Repair Procedure, item 5.b calls for Sikagrout 526 SF grout (or equal) to be injected into the cracks. Sikagrout 526 cannot be found on the Sika website, is this intended to refer to Sikagrout 528 SF? Please confirm.
- A5. Yes, use SikaGrout 528 SF.
- Q7. On Sheets S-9, S-10, S-11 and S-12 there is a callout that states "Where there is efflorescence..... See Note 5 for Surface Preparation...." There is no Note 5 on any of these sheets. Please confirm this should reference Note 4 instead of 5 in all these callouts.
- A6. Yes, use note 4.
- Q8. In the Notice Inviting Bids Section 8.1 states the mandatory SLBE-ELBE participation percentages of 6.6% for SLBE and 9.2% for ELBE for a total of 15.8%. This project has a very narrow and specialized scope, as is supported by the requirement of a second phase prequalification. As such there are very few scopes and items of supply that certified ELBE and SLBE are able to participate in. Due to the specialized nature of this project and the limited SLBE-ELBE potential for involvement, it is requested the required participation levels be reduced.
- A7. Please bid as per plans and specs.

- Q9. Please clarify the areas of access for the Spillway. It is assumed access will be primarily provided via the road on top of the El Capitan Dam. Will access be allowed via El Cajon Mountain Truck Trail and/or Forest Rte 13S10 on the downstream side of the dam?
- A8. Access will be via the road on top of the El Capitan Dam. Access may be difficult from via El Cajon Mountain Truck Trail and/or Forest Rte 13S10 as there is fully grown trees/vegetation and a bridge that would affect access.
- Q10. What is the Anticipated NTP for this Project?
- A9. We anticipate to issue NTP by July 2023.
- Q11. On Sheet S-1, Note 8, it states the Contractor is to remove all non-native vegetation growing within 10' of the north side off the spillway steep chute and refers to the Condition Assessment Report. The Condition Assessment Report cannot be found in the project documents, please provide.
- A10. Please see approximate location of non-native vegetation removal as shown on attached Sheet S-1. (See page 9 of this Addendum.)
- Q12. Are there any as-built documents for the existing spillway that can be provided to assist in developing access plans for the various repair areas?
- A11. Please see attached as-built drawings. (See pages 10 through 32 of this Addendum.)
- Q13. Please confirm that temporary anchors can be installed in the existing spillway to assist in access to the work areas. All temporary anchors would be appropriately patched upon removal.
- A12. The contractor shall submit a detailed anchorage plan in future Submittal process for review and approval by Engineer of Record and the California Division of Safety of Dams. The contractor would be responsible for the design of anchors and verifying the existing structure could take the loading. No reinforcement shall be damaged.

- Q14. The Supplementary Special Provisions, Section 5-4.2 shows the required General Liability Insurance limits of \$5M/\$10M. This high limit is prohibitive for some subcontractors, especially SLBE and ELBE subcontractors. Please confirm the general contractor can determine the limits of insurance required by subcontractors based on scope and size of contract.
- A14. The general contractor cannot determine the limits of insurance. The City has established these insurance limits for all Open Competition projects and as such all certificates of insurance and endorsements required by the contract are **required** to be provided by the prime contractor upon issuance of the City's Notice of Intent to Award letter.
- Q15. The contract plans, Drawings S-2 through S-16, include tables listing quantities for the three types of concrete repairs. The bid form includes Lump Sum Item 3 for "Construction of El Capitan Dam Spillway Repairs". Please confirm that the quantities listed on the contract drawings shall be the basis of the bid price for Item 3, and that if any additional repairs are deemed necessary, they will be paid for from Bid Item 5 - Field Order Allowance.
- A15. Confirmed.
- Q16. The detail for Type II Concrete Crack Repairs on Drawing S-17 lists two different procedures and material types for crack repair. Item 5a lists the procedure for 1/32" to 1/8" wide cracks and Item 5b lists the procedure for 5/32" to 1" wide cracks. The total length of Type II crack repairs listed in the tables on Drawings S-2 through S-16 is about 2200 LF. For bidding purposes, please identify how much of this total crack repair quantity shall be procedure 5a and how much shall be procedure 5b.
- A16. For bidding purposes assume 80% of the crack injection will follow procedure 5a Sikadur 35, and 20% of the crack injection will follow procedure 5b SikaGrout.
- Q17. The concrete repair tables on Drawings S-2 through S-16 list the quantities for Type I concrete repairs in cubic feet. The total quantity of Type I spall repairs listed in the tables is about 440 CF. The spall repair materials identified in the Type I Spall Repair Detail on Drawing S-17 are packaged in units of 0.5 CF for Sikatop 111 Plus, Sikatop 122

Plus, and Sikacrete 211 SCC Plus, and in units of 0.39 CF for Sikatop 123 Plus. Please confirm that payment for Type I Spall Repairs will be based on the number of whole units of repair products used at the listed CF per unit.

- A17. The Contractor shall provide a price to complete the required repairs as shown on the Plans and Specifications. The Contractor has the option to round up to the number of whole units for materials based on their company efficiency.
- Q18. Drawing G-3 Structural Observation Notes requires that the Contractor invite the Engineer of Record to observe repair work at various intervals. Please confirm that the City of San Diego will pay for the services of the Engineer of Record for these site visits.
- A18. Confirmed, the City will be responsible for paying for these services.
- Q19. Drawings S-1 through S-5 show the limits of debris in the Downstream Spillway Slab. Please confirm that removal of this debris is not in the scope of work for this project.
- A19. Debris removal within purple highlighted area as indicated on attached Sheet S-1 is not part of the scope of work for this project. (See page 9 of this Addendum.)
- Q20. The Wall Repair Matrixes on Drawings S-2 through S-8 includes notes identifying various crack and spall repairs. In some cases, the notes refer to Drawing S-14, S-15, and S-16 which include tables with quantities for crack and spall repairs. In other cases, the notes identify the length of crack repair and size of spall repair in certain wall panels. However, in many other cases the notes just call for crack or spall repairs without providing quantities. For bidding purposes, please provide the quantity of crack or spall repair for the following wall panels: R1, R11, R18, R21, R23, L10, L11, R26, R27, R29, R30, L12, L18, R31, R33, R35, R36, L20, R39, R41, R42.
- A20. Use values given in S-13 (L1-L23), S-14 (R1-R13), S-15 (R14-R24), & S-16 (R25-43) for bidding quantities.

- Q21. Drawings S-9 through S-12 include notes calling for low pressure spray application of Sikagard 740 W at various areas where efflorescence was observed at Panels 3, 4, 5, 7, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20, 22. For bidding purposes, please provide the area in square feet that will require application of Sikagard 740 W. Also, please confirm that the quantity provided shall be the basis of the bid price for Item 3, and that if any additional applications of Sikagard 740 W are deemed necessary, they will be paid for from Bid Item 5 - Field Order Allowance.
- A21. For bidding purposes assume 10% of surface area on these panels requires spray application of Sikagard-740W.
- Q22. Drawing S-9 includes a note stating, "Where spalling occurs at joints, contractor shall reshape and rebuild joint nosing per spall repair outline Type I and fill joints with backer rod and use Sikaflex 1a polyurethane sealant with Sikaflex Primer - 429 primer". Does this note apply only to Drawing S-9 or does it also apply to Drawings S-10 through S-12? For bidding purposes, please provide the total lineal footage of joints that will require this type of repair. Also, please confirm that the quantity provided shall be the basis of the bid price for Item 3, and that if any additional joint repairs are deemed necessary, they will be paid for from Bid Item 5 - Field Order Allowance. This note applies to Drawings S-9 through S-12.
- A22. For bidding purposes assume a total of 20 feet for downstream spillway weir joint reshaping. Payment will be included in the Bid Item Field Orders (EOC Type II) if any additional joint repairs are deemed necessary.

C. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, Section 1 – General, Terms, Definitions, Abbreviations, Unit Of Measure, and Symbols, page 49, item **1-2, TERMS AND DEFINITIONS, DELETE** in its entirety and **SUBSTITUTE** with the following.

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

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

Holiday	Observed On
Juneteenth	June 19

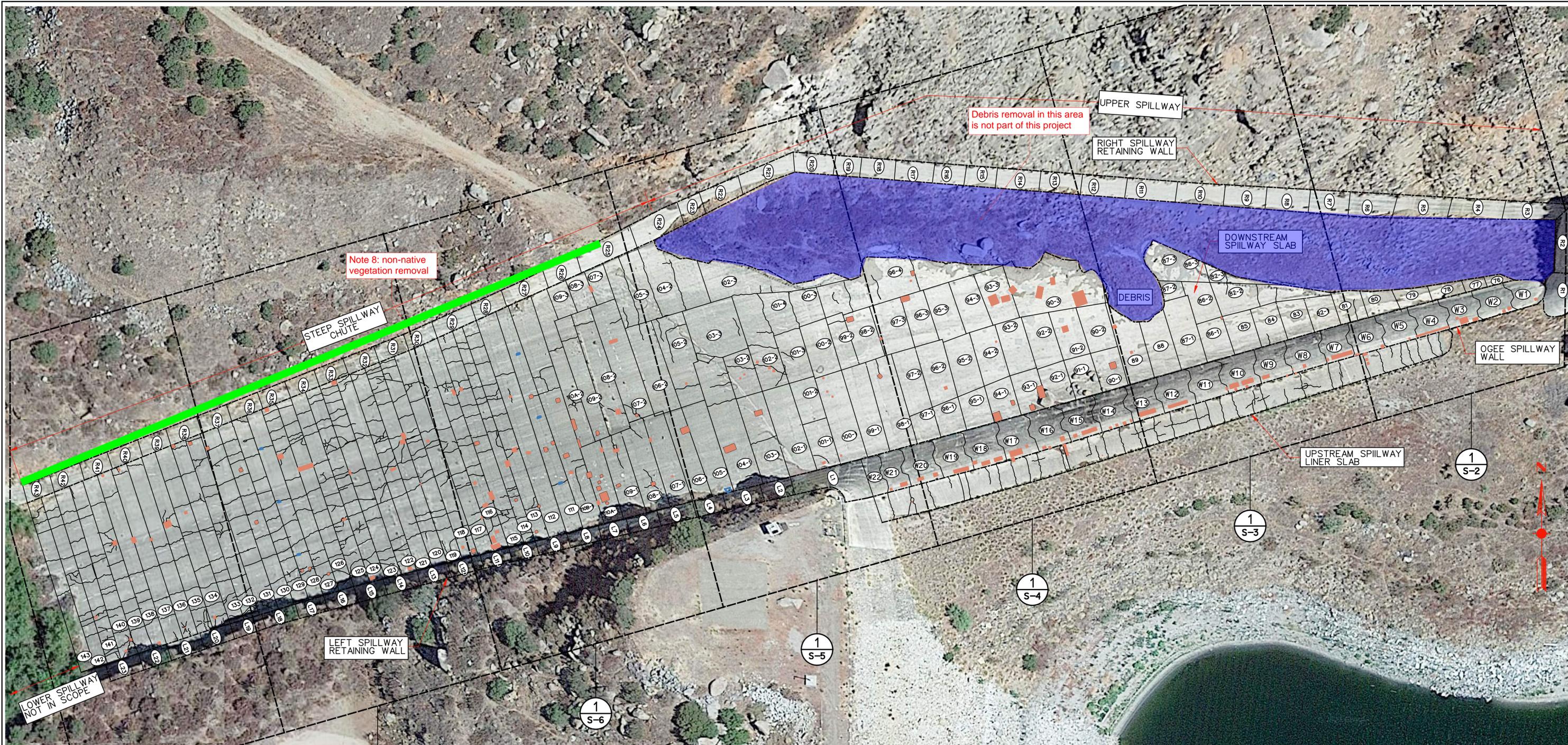
To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **7:00 AM to 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *April 21, 2023*
San Diego, California

RA/AJ/yk



NOTES:

1. FOR REPAIR ON WALLS, SEE ELEVATIONS IDENTIFIED ON ENLARGED PLANS. FOR REPAIRS ON SLABS SEE MARKINGS NOTED ON ENLARGED PLANS.
2. APPROXIMATE LOCATIONS OF REPAIR ARE SHOWN, BUT NOT DIMENSIONED, SHOULD THE CONTRACTOR HAVE QUESTIONS REGARDING THE LOCATION AND QUANTITIES, NOTIFY THE ENGINEER OF RECORD.
3. CONTRACTOR IS RESPONSIBLE FOR ALL SCAFFOLDING AND PROVIDING ACCESS TO THE REPAIR LOCATIONS.
4. STRUCTURAL OBSERVATION IS REQUIRED SEE SHEET G-3.
5. FOR REPAIR PROCEDURE SEE SHEET S-17.
6. AT ALL SLAB AND WALL CLAY PIPE DRAINS, REMOVE ALL EXPOSED VEGETATION AND DEBRIS TO ENSURE DRAINS ARE WORKING PROPERLY.
7. THERE ARE MANY SHALLOW SPALLS IN THE DOWNSTREAM SPILLWAY SLAB. SCOPE OF WORK HAS BEEN LIMITED TO ANY SPALLS HAVING A FOOTPRINT OF 10-INCH BY 10-INCH OR GREATER AND HAVING A DEPTH OF 1" OR GREATER.
8. CONTRACTOR SHALL REMOVE ALL NON-NATIVE VEGETATION GROWING WITHIN 10 FEET OF THE NORTH SIDE OF THE SPILLWAY STEEP CHUTE. REFER TO THE CONDITION ASSESSMENT REPORT

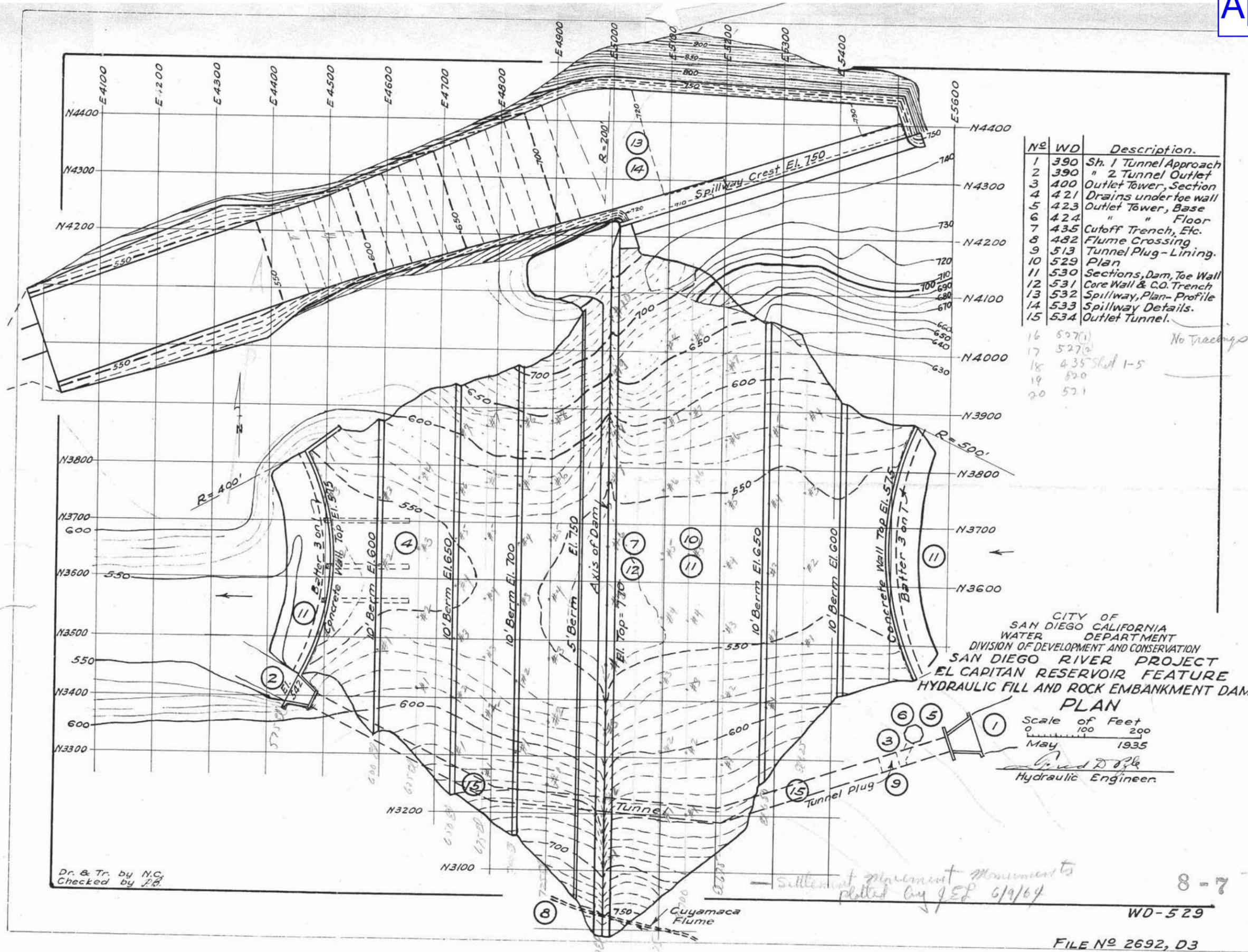
LEGEND	
	SPALL
	DEBRIS/VEGETATION
	CRACKING/TYP III
	FLOOR PANEL
	WEIR PANEL
	RIGHT WALL PANEL
	LEFT WALL PANEL

PLAN
SCALE: 1" = 35'

S-1

PLANS FOR THE CONSTRUCTION OF
EL CAPITAN DAM SPILLWAY NEAR TERM REPAIR
SAN DIEGO COUNTY, CA
SPILLWAY CONCRETE SLAB
FACE OF Ogee WALL PLAN

SPEC. NO.	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 4 OF 21 SHEETS			WATER WBS 11004710
APPROVED: ERIC FONTAINE REGISTERED PROFESSIONAL ENGINEER S 5930 STRUCTURAL STATE OF CALIFORNIA 07/07/2023	FOR OFF-DESIGNER & ENGINEER OF WORK DATE 1/17/2023 DATE C73246 PRINT DCE NAME JONG CHOI	DATE 1/17/23	SUBMITTED BY JUNMIN PAN PROJECT MANAGER	
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	FH/KLF		1/17/23	
				SEE EACH SHEET CCS27 COORDINATE
				SEE EACH SHEET CCS83 COORDINATE
CONTRACTOR INSPECTOR			NTP DATE NOC DATE	0100318-4-D



No	WD	Description.
1	390	Sh. 1 Tunnel Approach
2	390	" 2 Tunnel Outlet
3	400	Outlet Tower, Section
4	421	Drains under toe wall
5	423	Outlet Tower, Base
6	424	" " Floor
7	435	Cutoff Trench, Etc.
8	482	Flume Crossing
9	513	Tunnel Plug-Lining.
10	529	Plan
11	530	Sections, Dam, Toe Wall
12	531	Core Wall & C.O. Trench
13	532	Spillway, Plan-Profile
14	533	Spillway Details.
15	534	Outlet Tunnel.

16 527(1)
 17 527(2) No tracings
 18 435 Shd 1-5
 19 820
 20 521

CITY OF
 SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 PLAN

Scale of Feet
 0 100 200
 May 1935
 Fred D. Dyle
 Hydraulic Engineer.

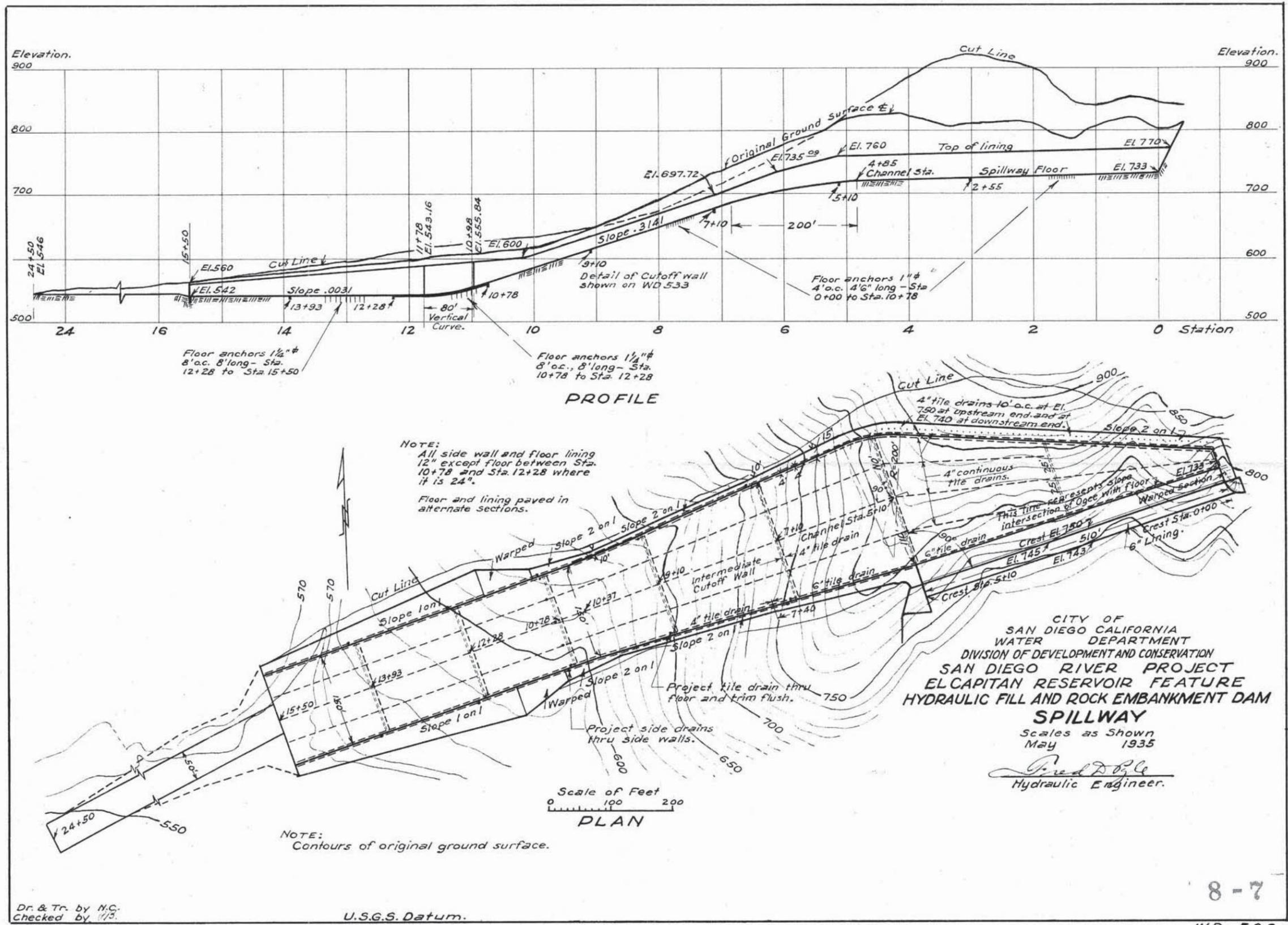
Dr. & Tr. by N.C.
 Checked by J.B.

Settlement measurement monuments
 plotted by J.E.P. 6/9/64

FILE No 2692, D3

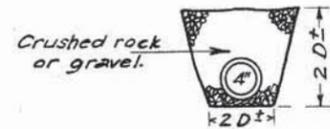
8-7

WD-529

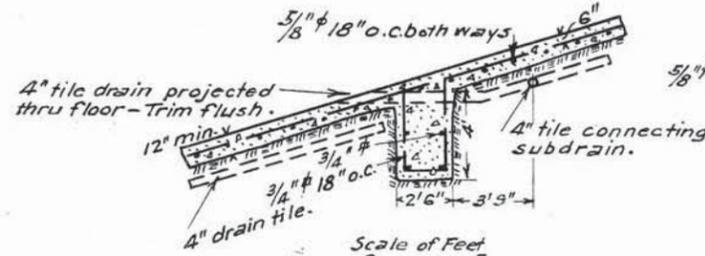


Dr. & Tr. by M.C.
 Checked by W/S.

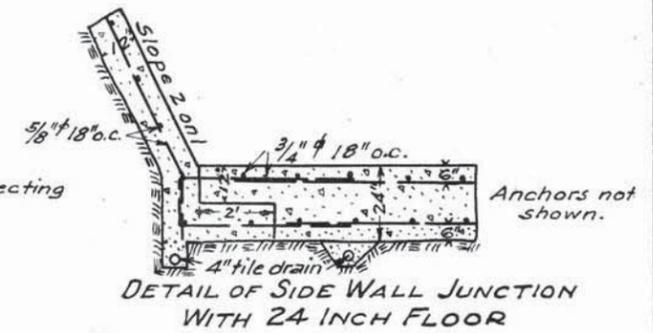
U.S.G.S. Datum.



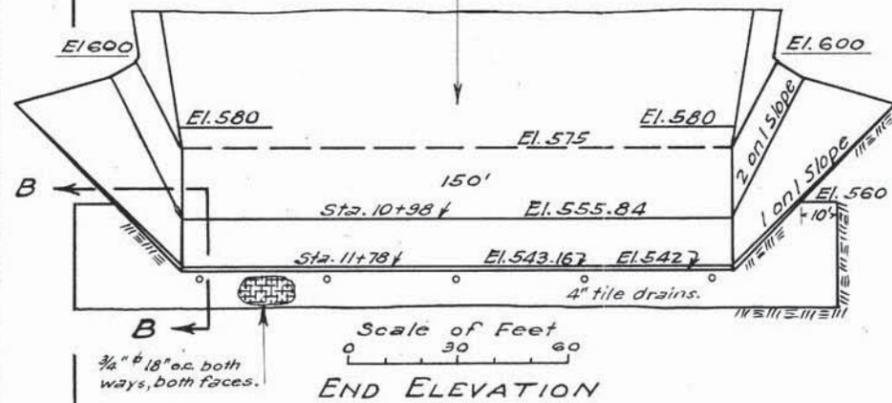
TYPICAL DRAIN TILE EMBEDMENT



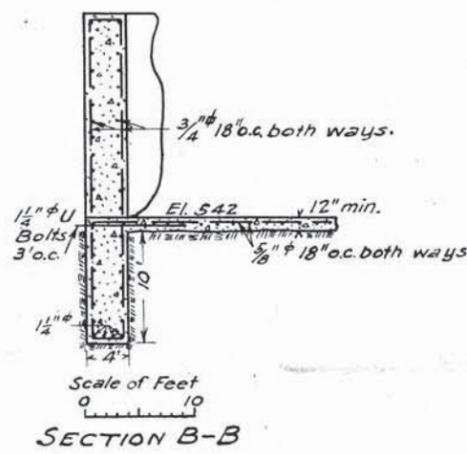
SECTION INTERMEDIATE CUTOFF



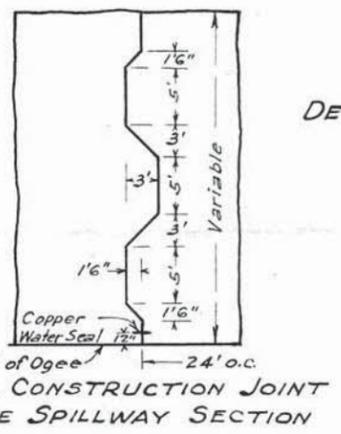
DETAIL OF SIDE WALL JUNCTION WITH 24 INCH FLOOR



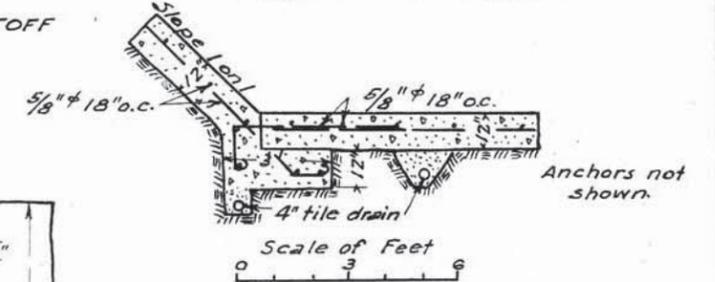
END ELEVATION



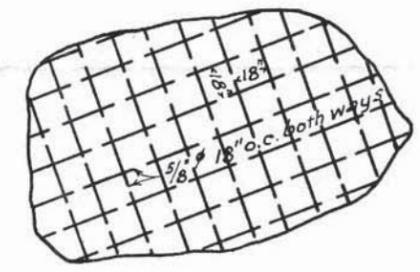
SECTION B-B



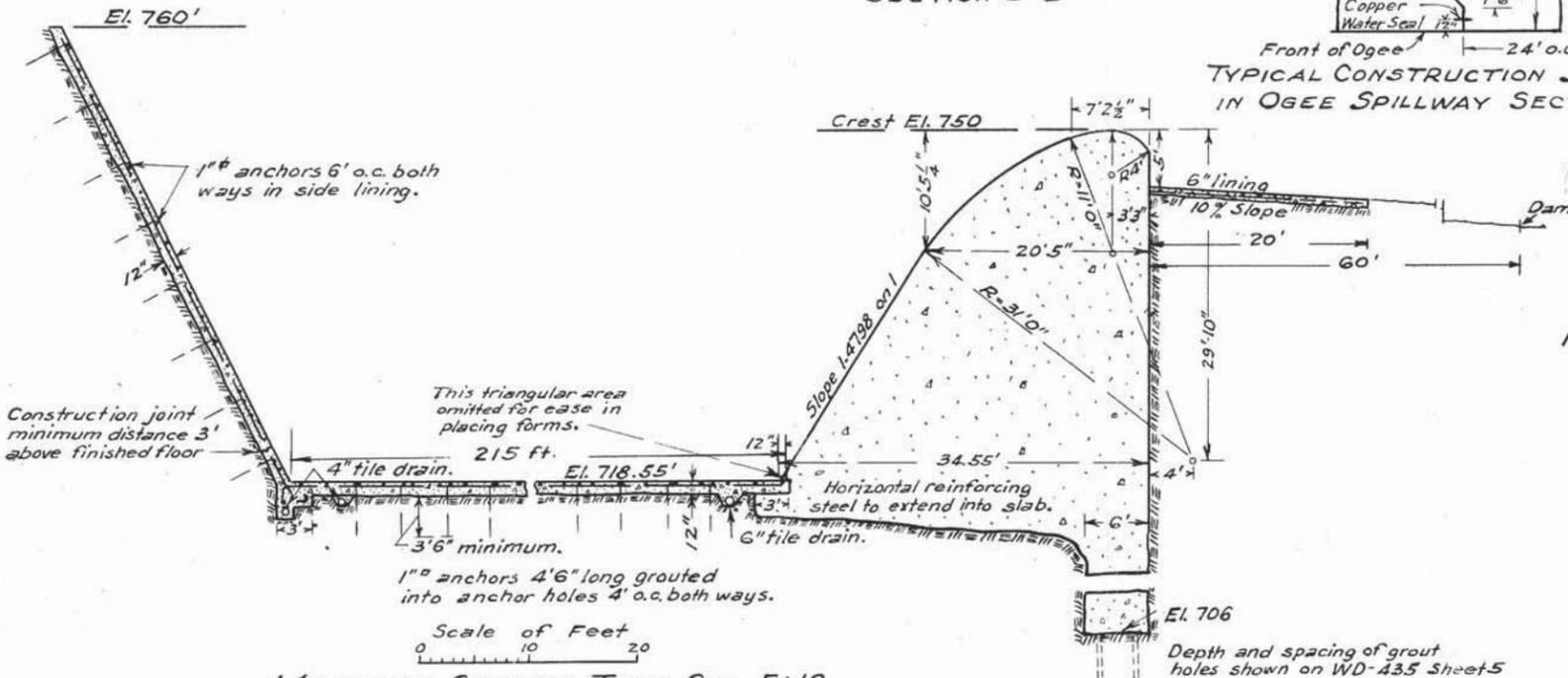
TYPICAL CONSTRUCTION JOINT IN OGEE SPILLWAY SECTION



DETAIL OF SIDE WALL JUNCTION WITH 12 INCH FLOOR



FLOOR REINFORCING



MAXIMUM SECTION THRU STA. 5+10

CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY DETAILS

Scales as Shown
May 1935

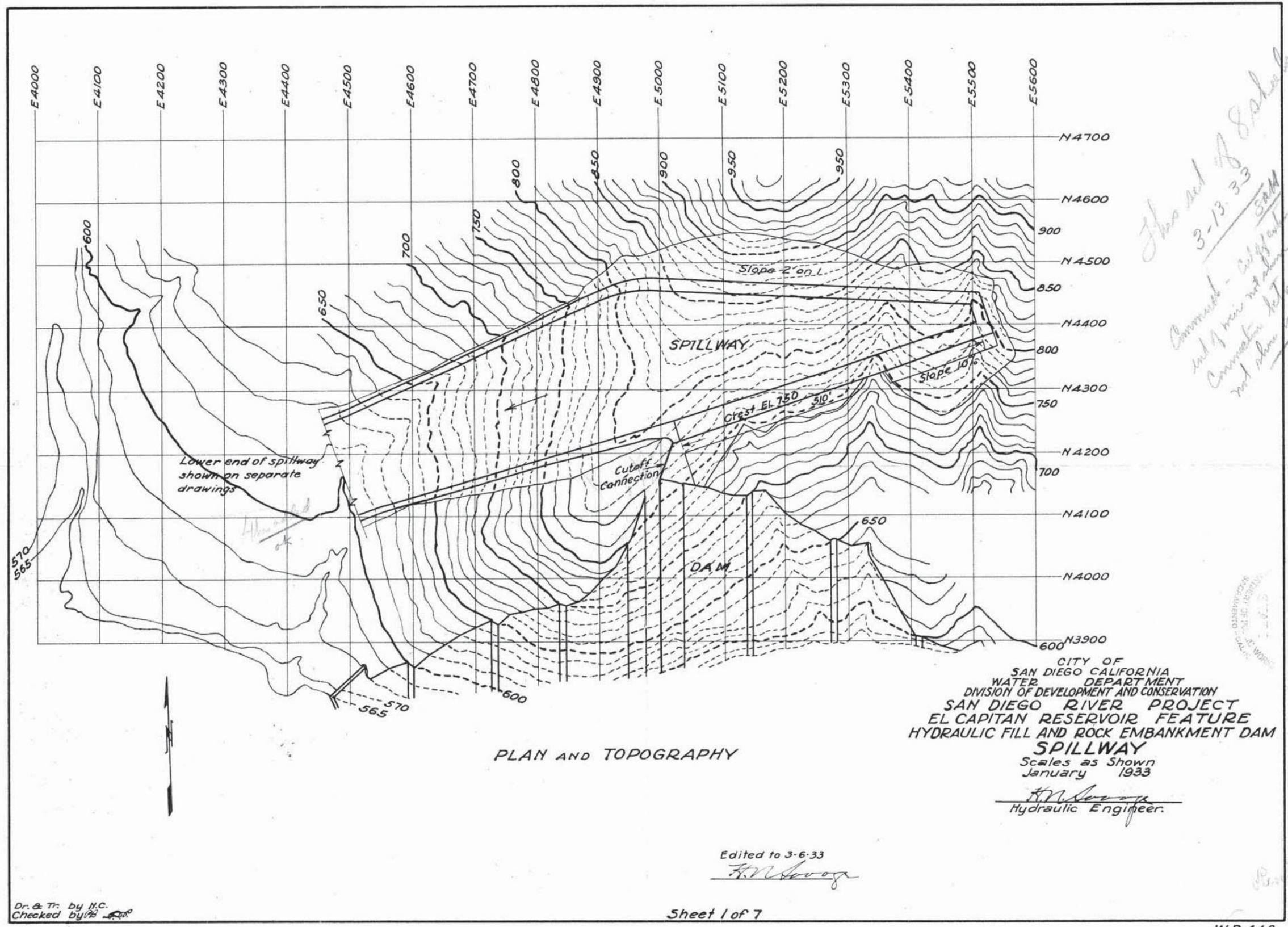
Rud D. Oyle
Hydraulic Engineer.

Dr. & Tr. by N.C.
Checked by P.B.

8-7

WD-533

FILE NO 2695, D3



PLAN AND TOPOGRAPHY

CITY OF
 SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 SPILLWAY
 Scales as Shown
 January 1933
H. M. [Signature]
 Hydraulic Engineer.

Edited to 3-6-33
H. M. [Signature]

Sheet 1 of 7

Dr. & Tr. by H.C.
 Checked by [Signature]

*This set of sheets reviewed
 3-13-33
 Comments - cut off crest
 and if river not shown
 Comments - determine whether
 and show on details*



1933 MAR - 13 - AM 10:09

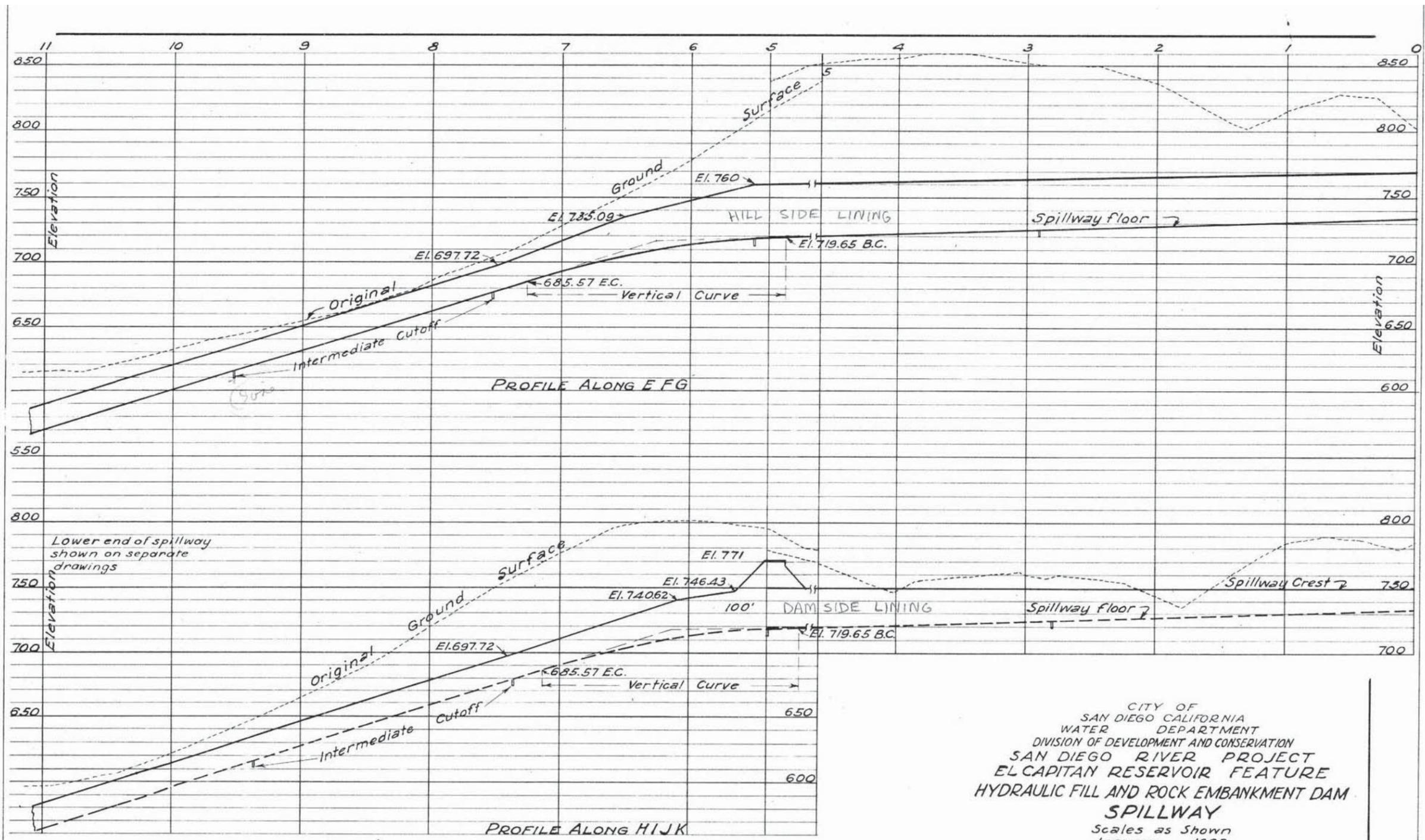
W.D. 449

FILE No 2588, D2

M.D.
 1724 8462

8-7

DRAWING B-4
 Page 13 of 32



Sections Shown on Sheet 2

Dr. & Tr. by M.C.
Checked by [Signature]

U.S.G.S. Datum.

As Built.
Edited to 3/15/35
[Signature]

Edited to 3-6-33
[Signature]

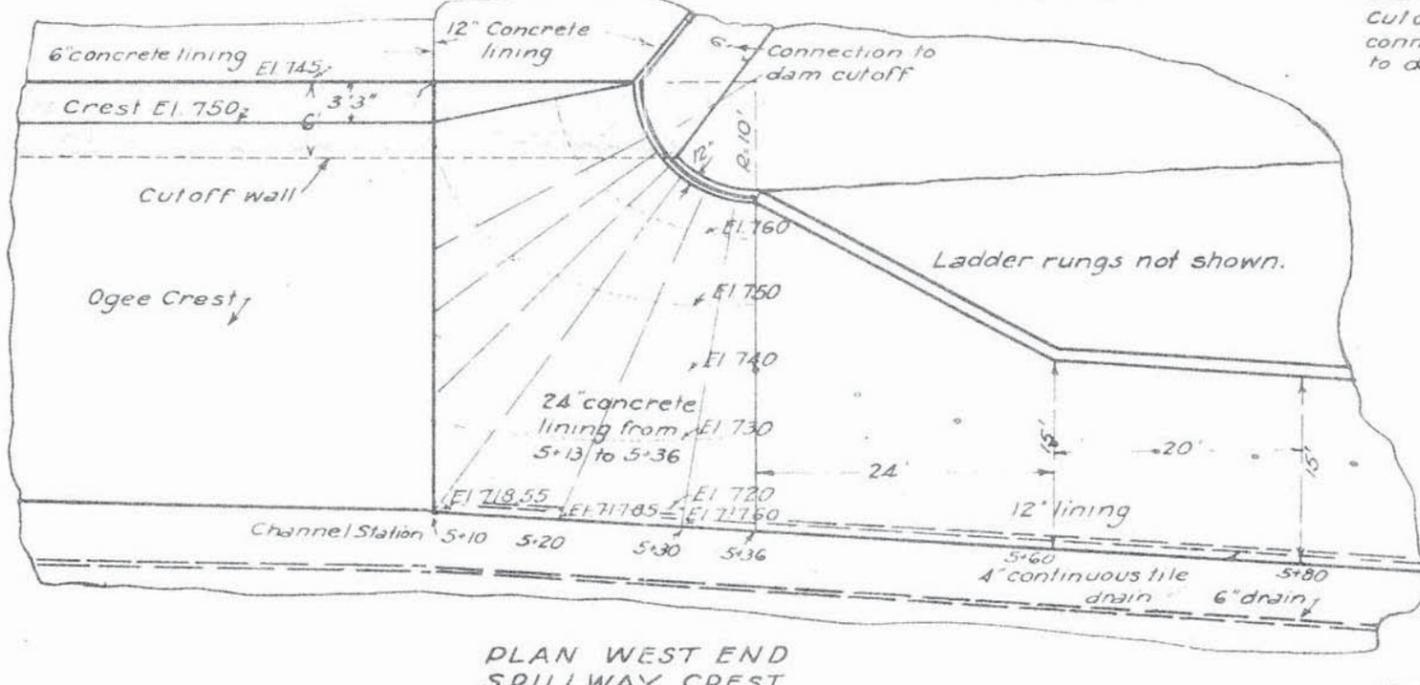
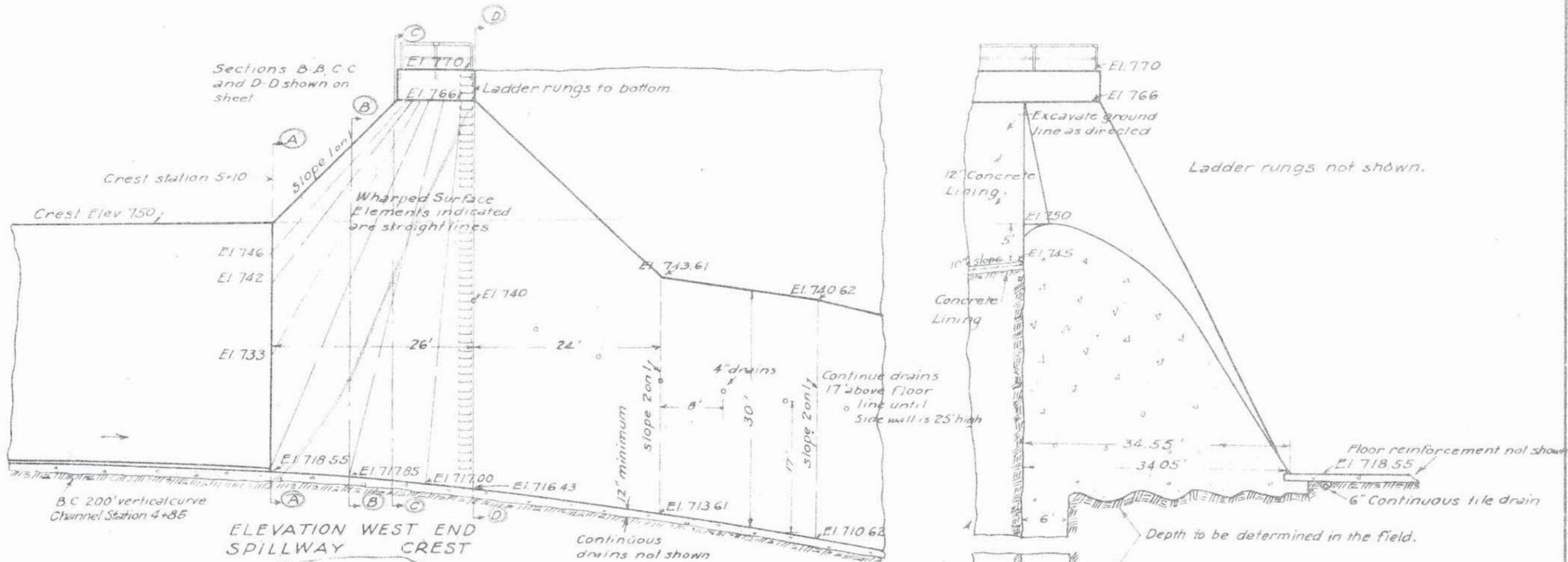
sheet 3 of 7

CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY
Scales as Shown
January 1933
[Signature]
Hydraulic Engineer

W.D. 449

FILE No 2588, D2

8-7 out



CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY
Scale of feet 2" = 10'
January 1933
Hydraulic Engineer

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER RESOURCES
APPLICATION NO. 8-7
APPROVED AS TO SAFETY
STATE ENGINEER

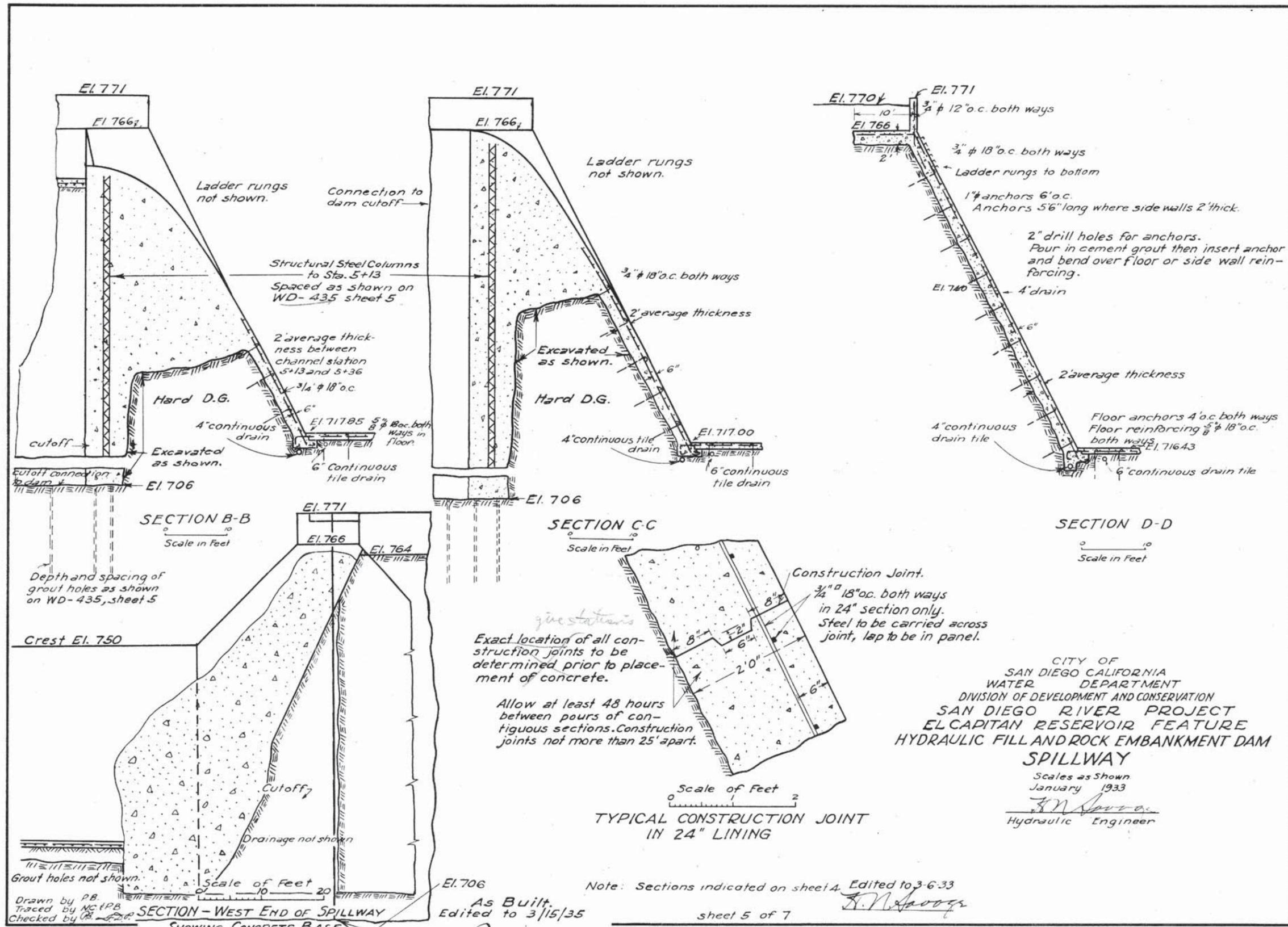
Drawn by P.B.
Checked by P.B.

Edited to 3-6-33
sheet 4 of 7

3-21-33

8-7

W.D. 449



CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
ELCAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY
Scales as Shown
January 1933
Hydraulic Engineer

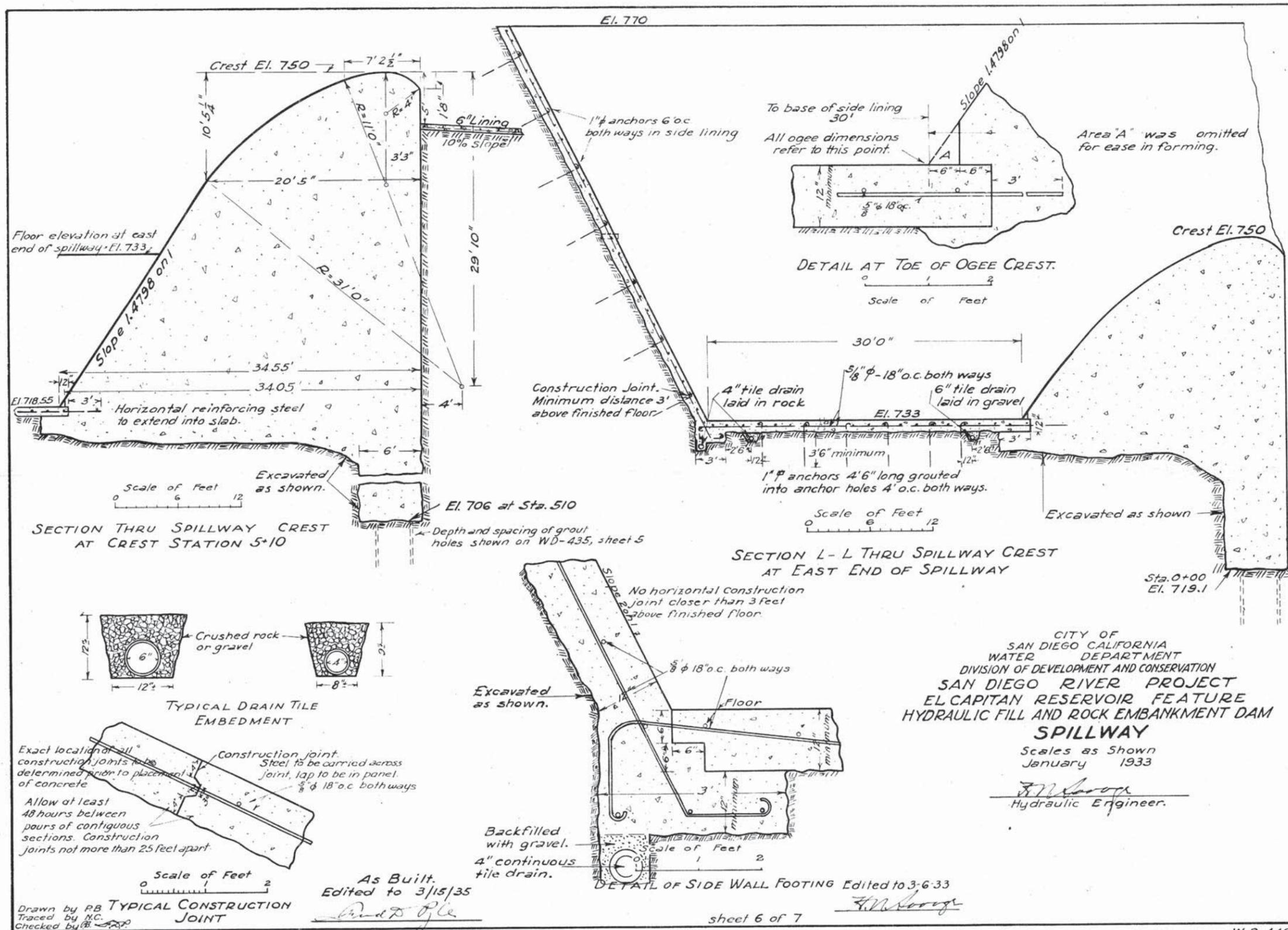
Drawn by P.B.
Traced by N.C.P.B.
Checked by O.B.

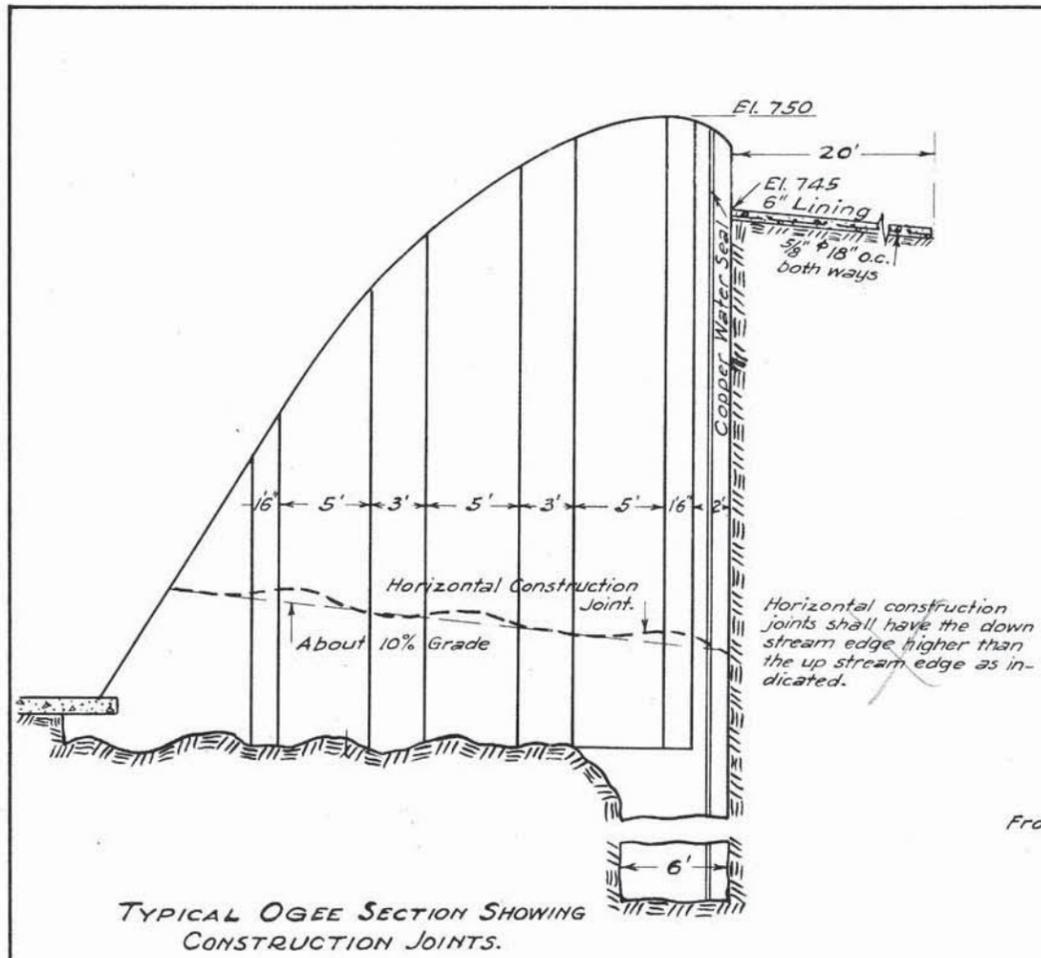
As Built Edited to 3/15/35
W.D. 449

Note: Sections indicated on sheet 4. Edited to 3-6-33
sheet 5 of 7

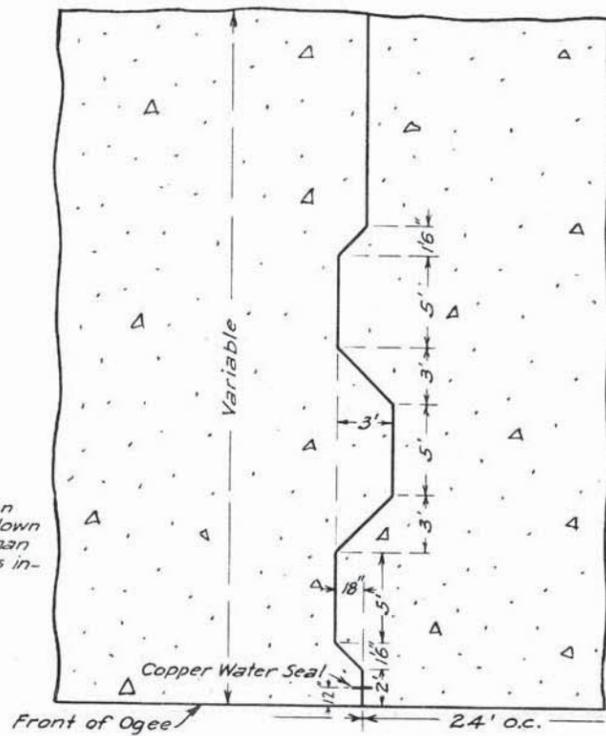
W.D. 449
FILE No 2588.D2

8-7

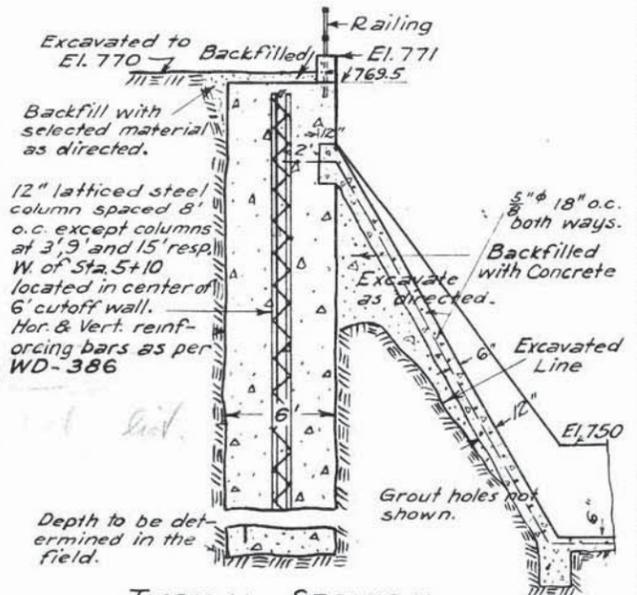




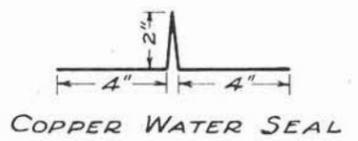
TYPICAL OGEE SECTION SHOWING CONSTRUCTION JOINTS.



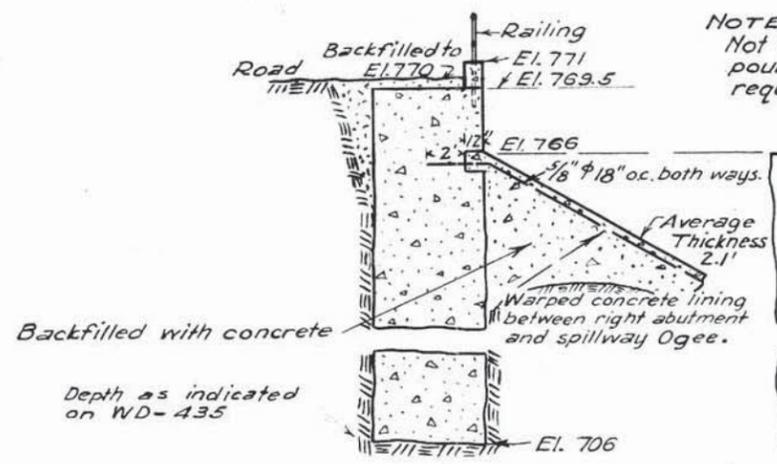
PLAN TYPICAL CONSTRUCTION JOINT IN OGEE SPILLWAY SECTION



TYPICAL SECTION CUTOFF CONNECTION ADJACENT TO WEST END OF SPILLWAY CREST

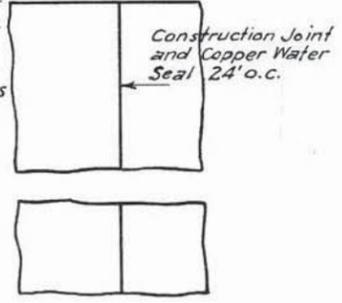


COPPER WATER SEAL



TYPICAL SECTION NEAR END OF DAM - CUTOFF WALL CONNECTION TO WEST END OF SPILLWAY

NOTE: Not more than 6 feet of concrete shall be poured in any one day where forms are required.



As Built. Edited to 3/15/35

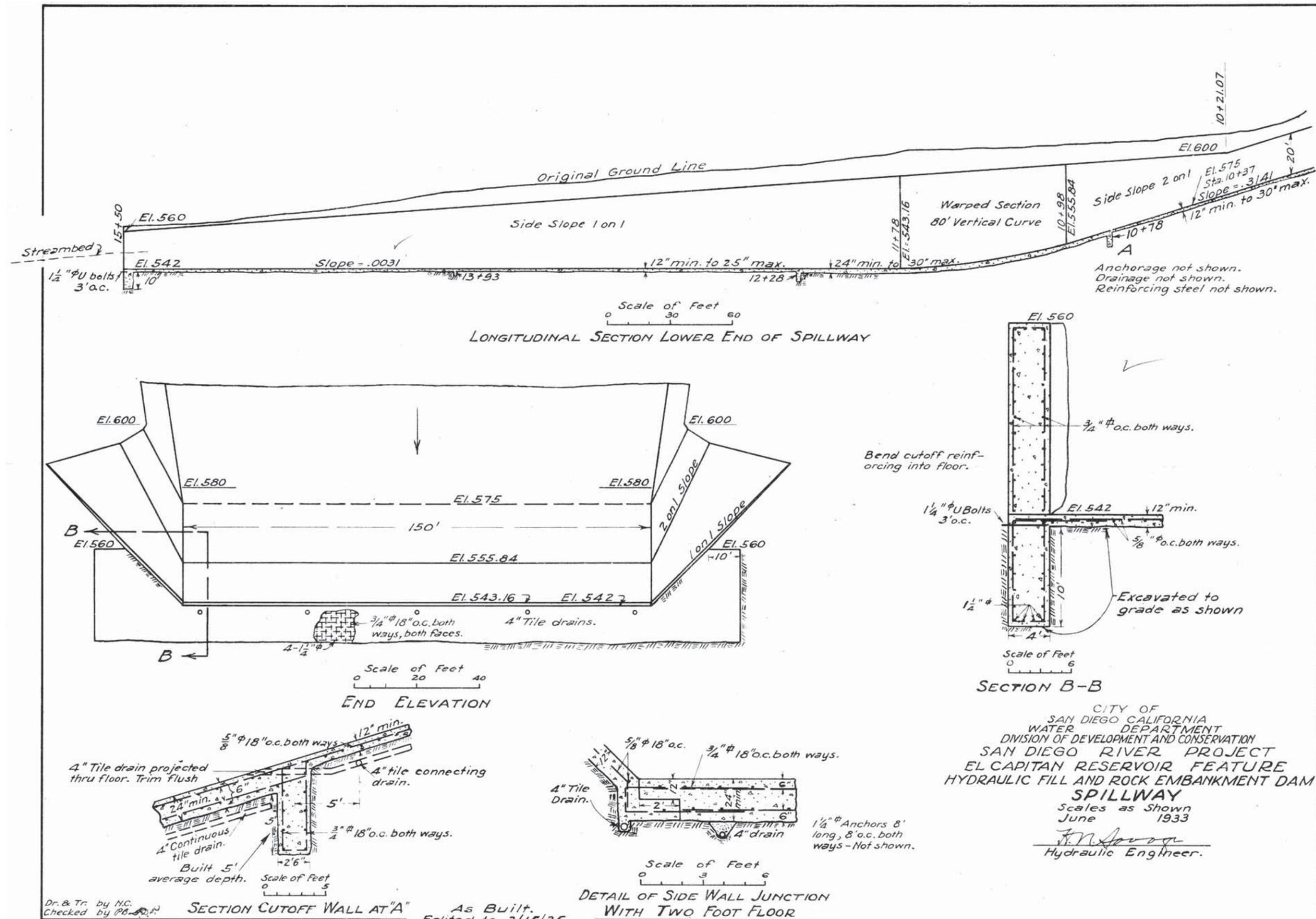
Drawn by P.B.
Traced by N.C.
Checked by P.B.

CITY OF SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY
Scale of Feet
0 6 12
March 1933
Hydraulic Engineer.

WD-450

FILE NO 2589.D2

8-7

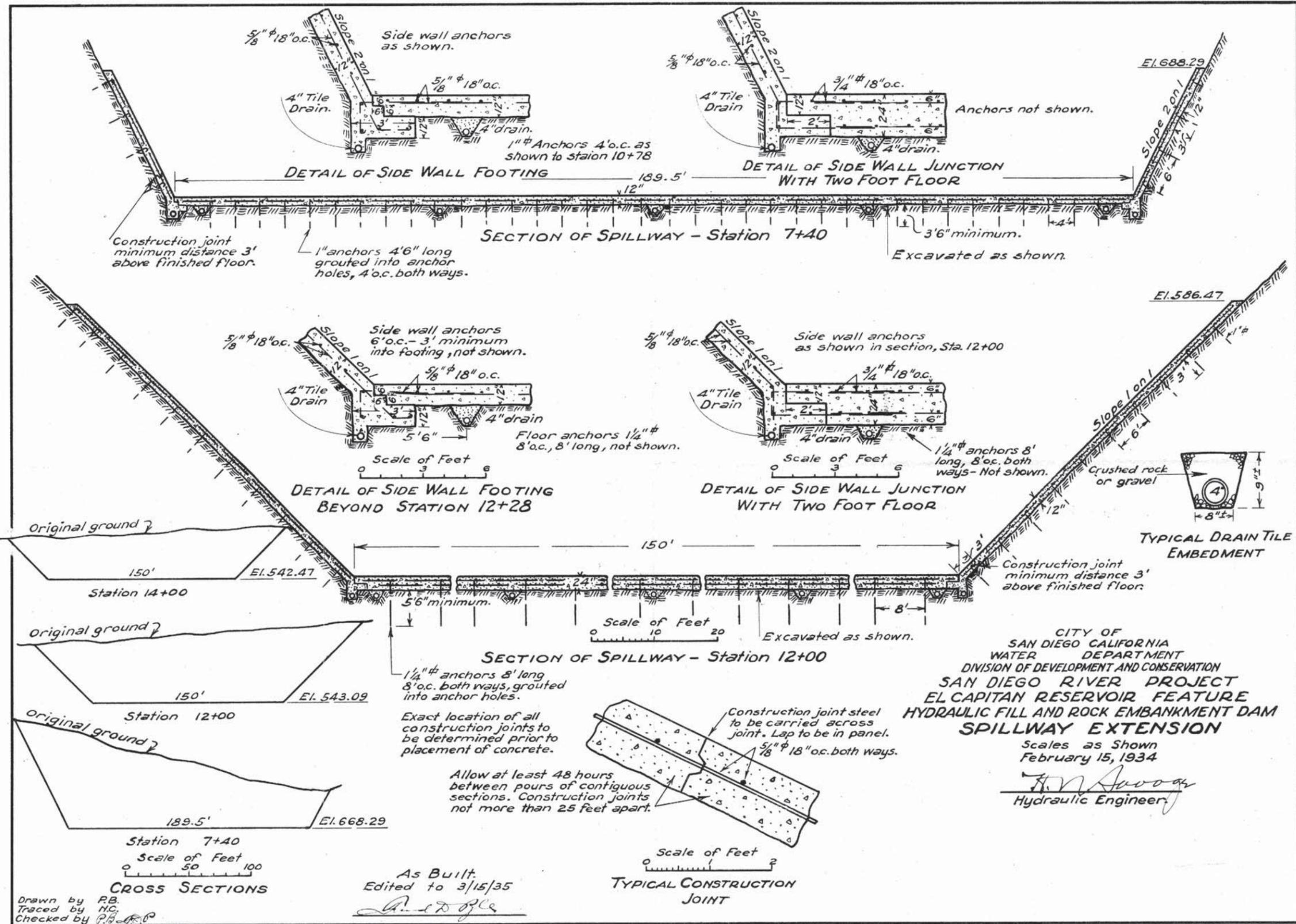


WD-460

FILE NO 2597, D2

Why not compare profiles:
one plan, 1 profile + cross section.

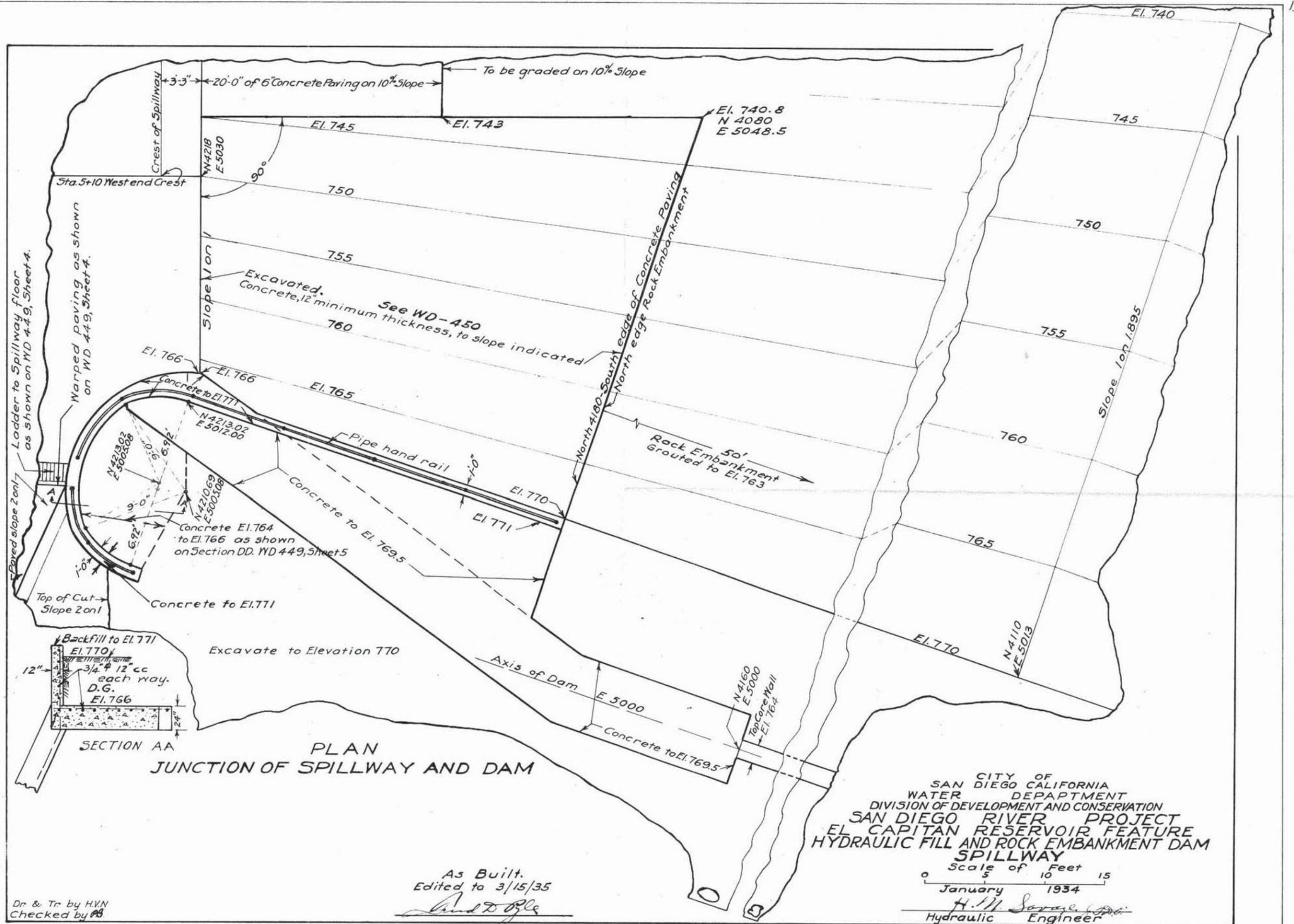
8-7



WD-498

FILE No 2628, D3

8-7



PLAN
JUNCTION OF SPILLWAY AND DAM

SAN CITY OF CALIFORNIA
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY

Scale of Feet
0 5 10 15
January 1934
H. W. Savage, P.E.
Hydraulic Engineer

As Built.
Edited to 3/15/35

Dr. & Tr. by H.V.N.
Checked by [Signature]

WD-526

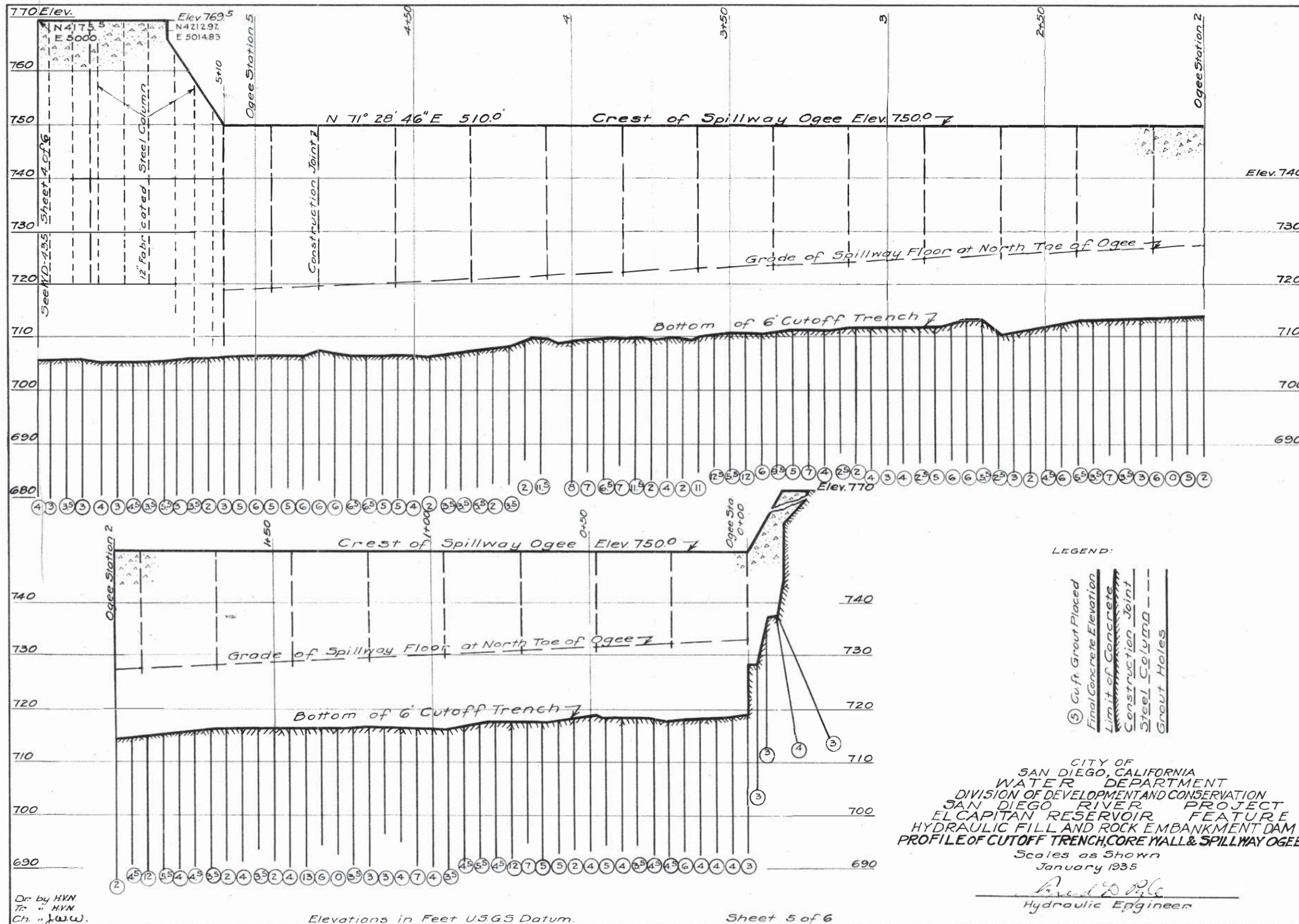
FILE N° 2677, D3

M.D.
1124 8462

#8-7 ③

DRAWING B-13

Page 22 of 32



Dr. by HVN
 Tr. " HVN
 Ch. " J.W.W.

Elevations in Feet U.S.G.S Datum.

Sheet 5 of 6

LEGEND:

- (5) Cutoff Grout Placed
- Final Concrete Elevation
- Limit of Concrete
- Construction Joint
- Steel Column
- Grout Holes

CITY OF
 SAN DIEGO, CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 PROFILE OF CUTOFF TRENCH, CORE WALL & SPILLWAY OGEE
 Scales as Shown
 January 1935
 Fred D. Pyle
 Hydraulic Engineer

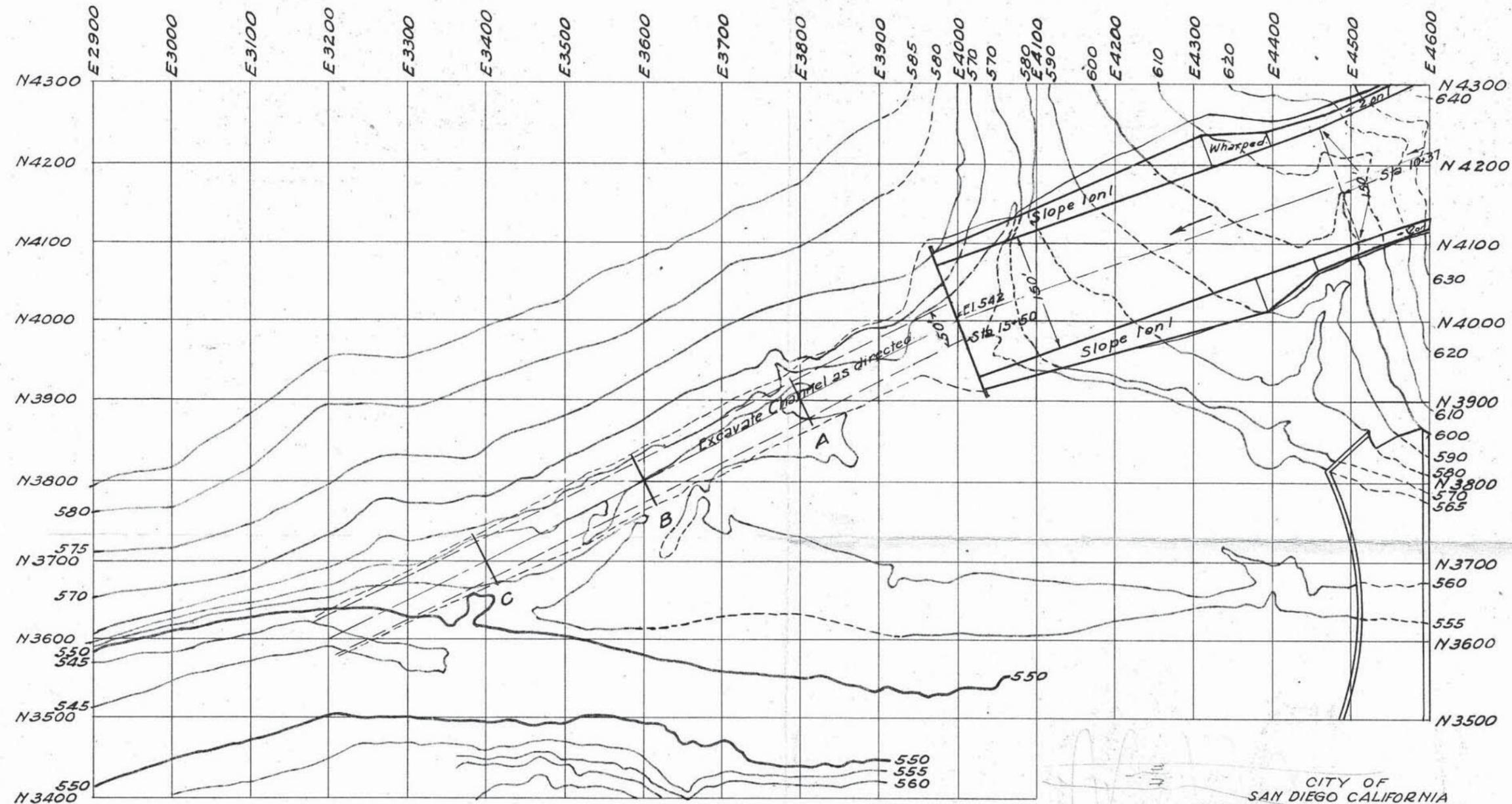
WD-435

FILE No 2574, D2

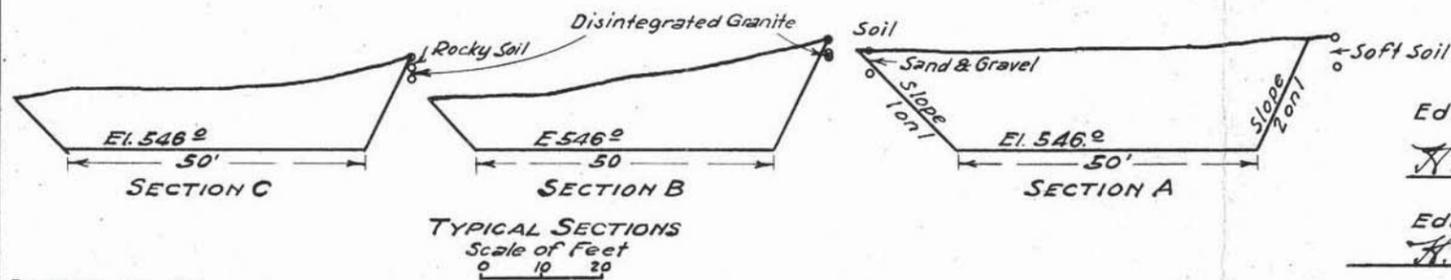
8-7

DRAWING B-14

Page 23 of 32



PLAN LOWER END



TYPICAL SECTIONS
Scale of Feet
1" = 20'

Dr. & Tr. by N.C.
Checked by P.B. - JDP

CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY

Scale as Shown
March 1933

H.N. Savage
Hydraulic Engineer

Edited to 6-15-33

H.N. Savage

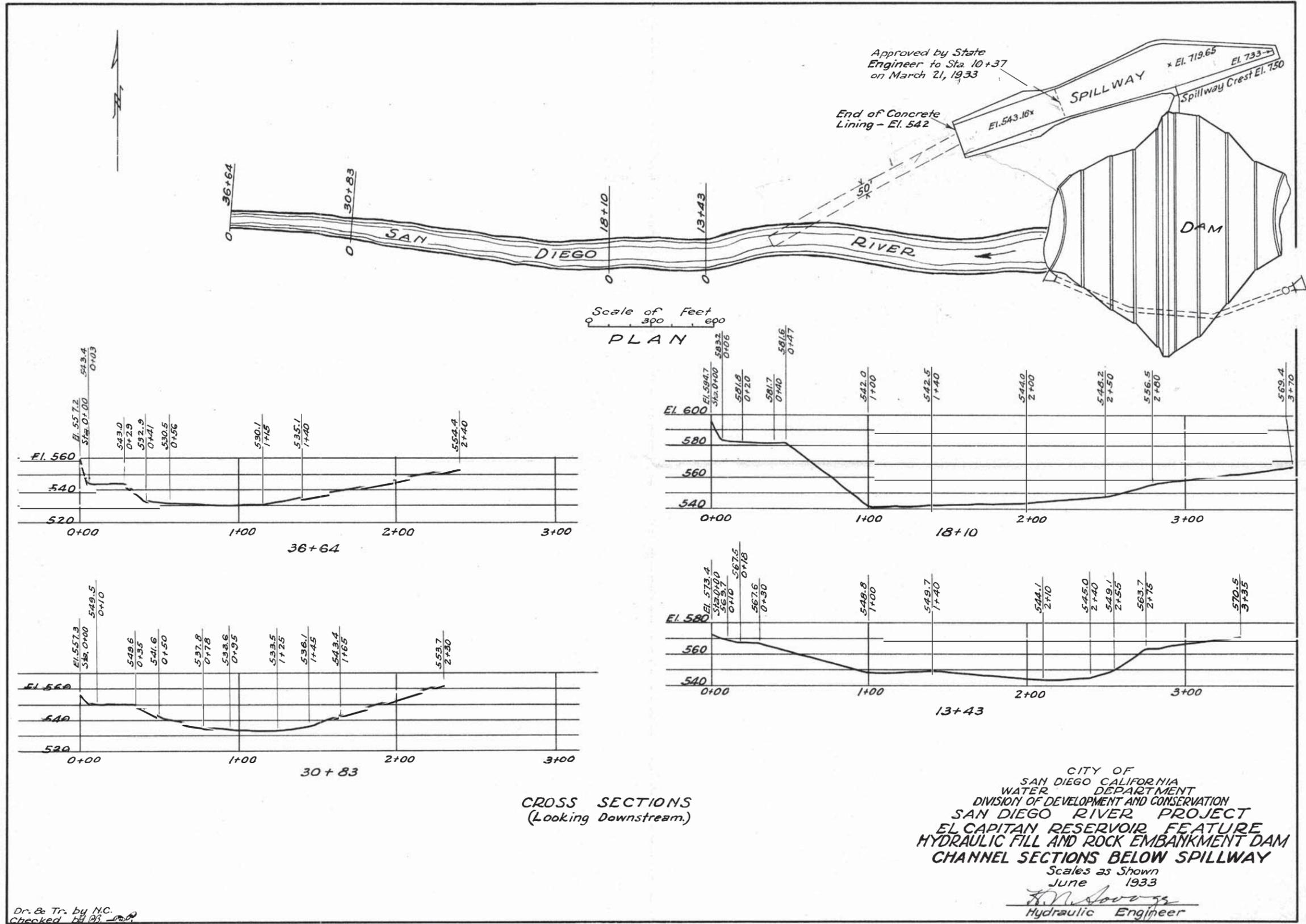
Edited to 5-8-34

H.N. Savage

8-7

WD-454

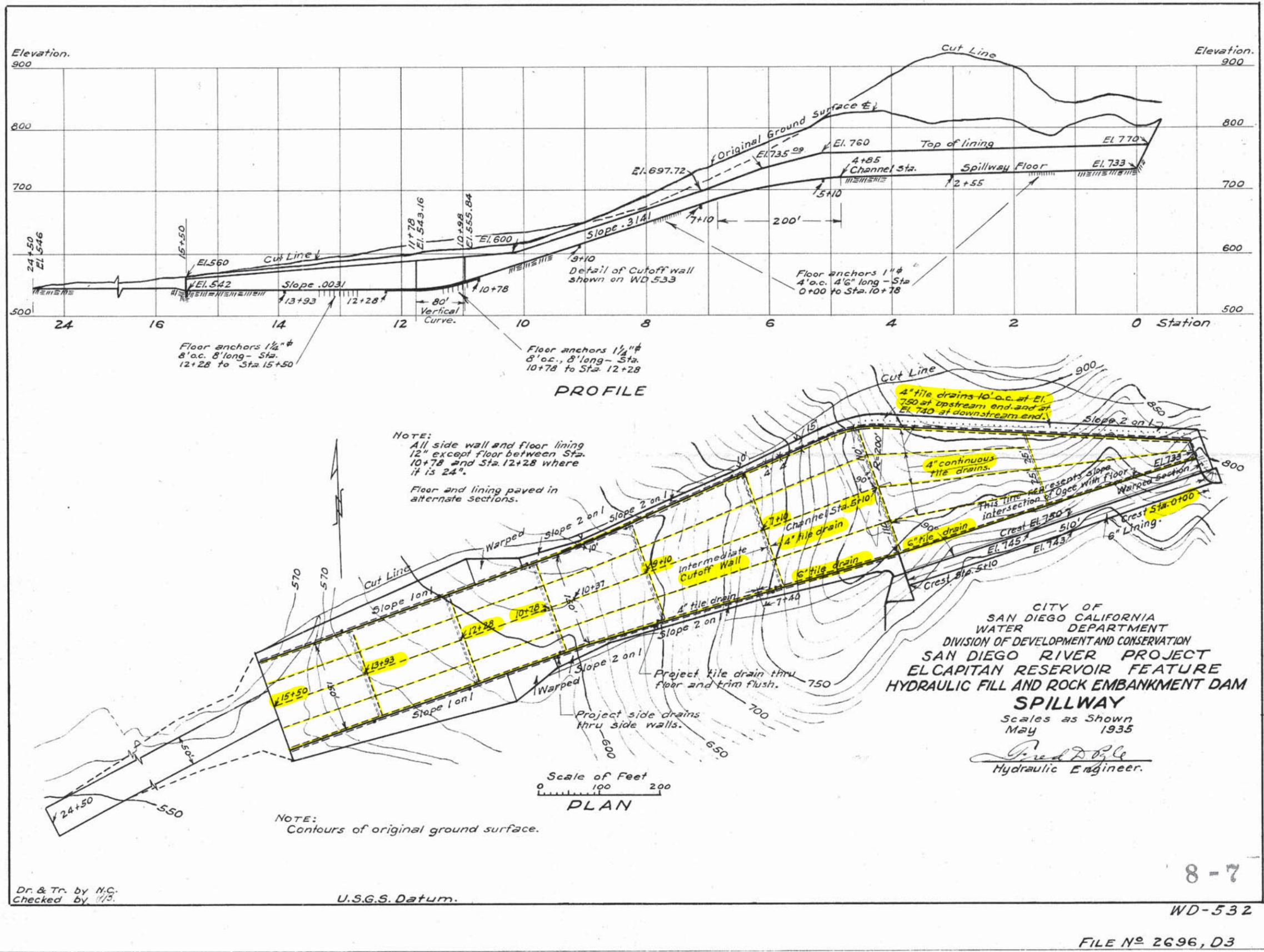
FILE NO 2592, D2

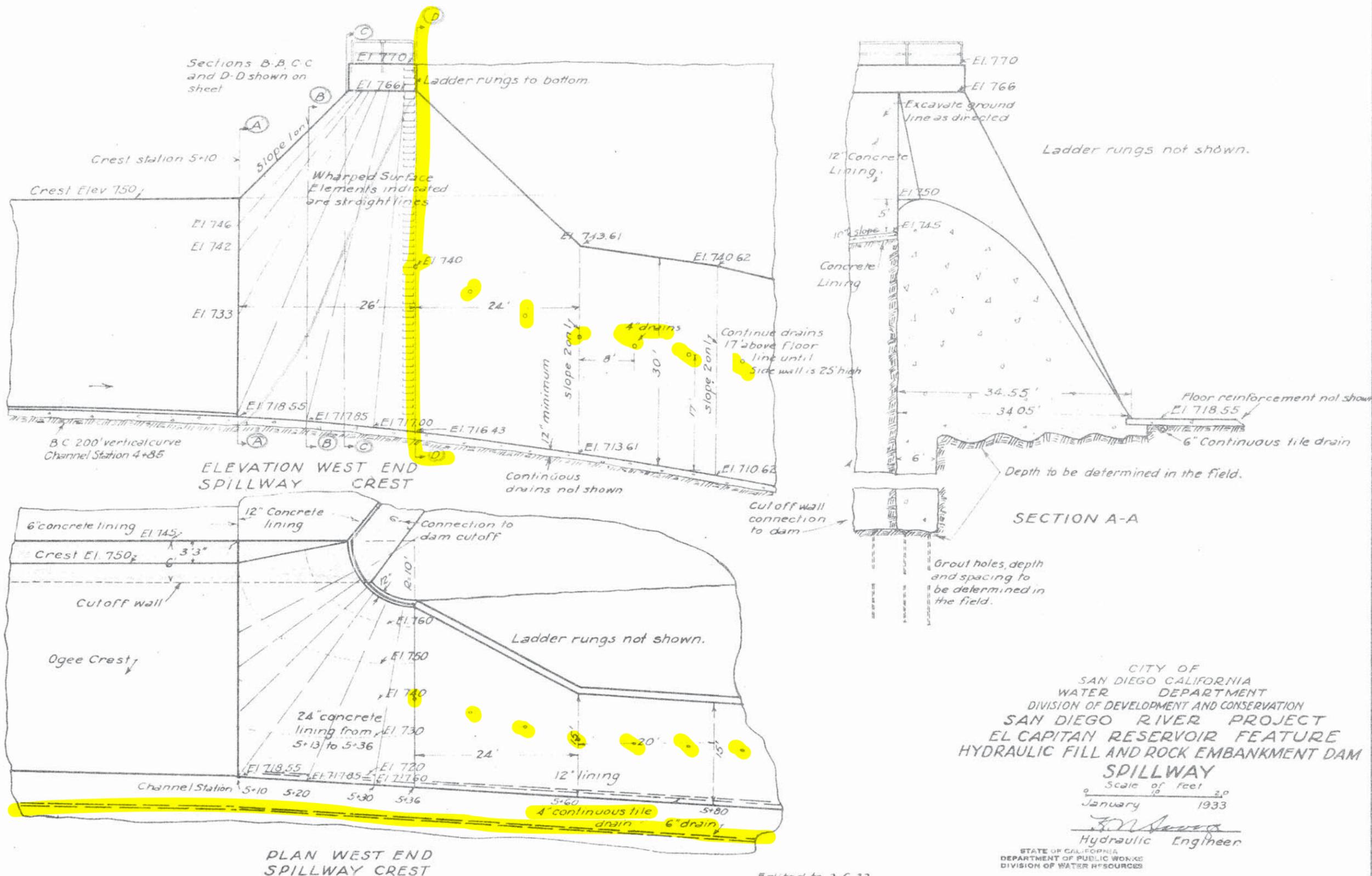


WD-461

FILE No 2598, D2

8-7





CITY OF
 SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 SPILLWAY

Scale of feet 2" = 10'
 January 1933
F. M. George
 Hydraulic Engineer

STATE OF CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS
 DIVISION OF WATER RESOURCES

APPLICATION NO. 8-7
 APPROVED AS TO SAFETY

Edward S. ...
 STATE ENGINEER

Edited to 3-6-33
F. M. George

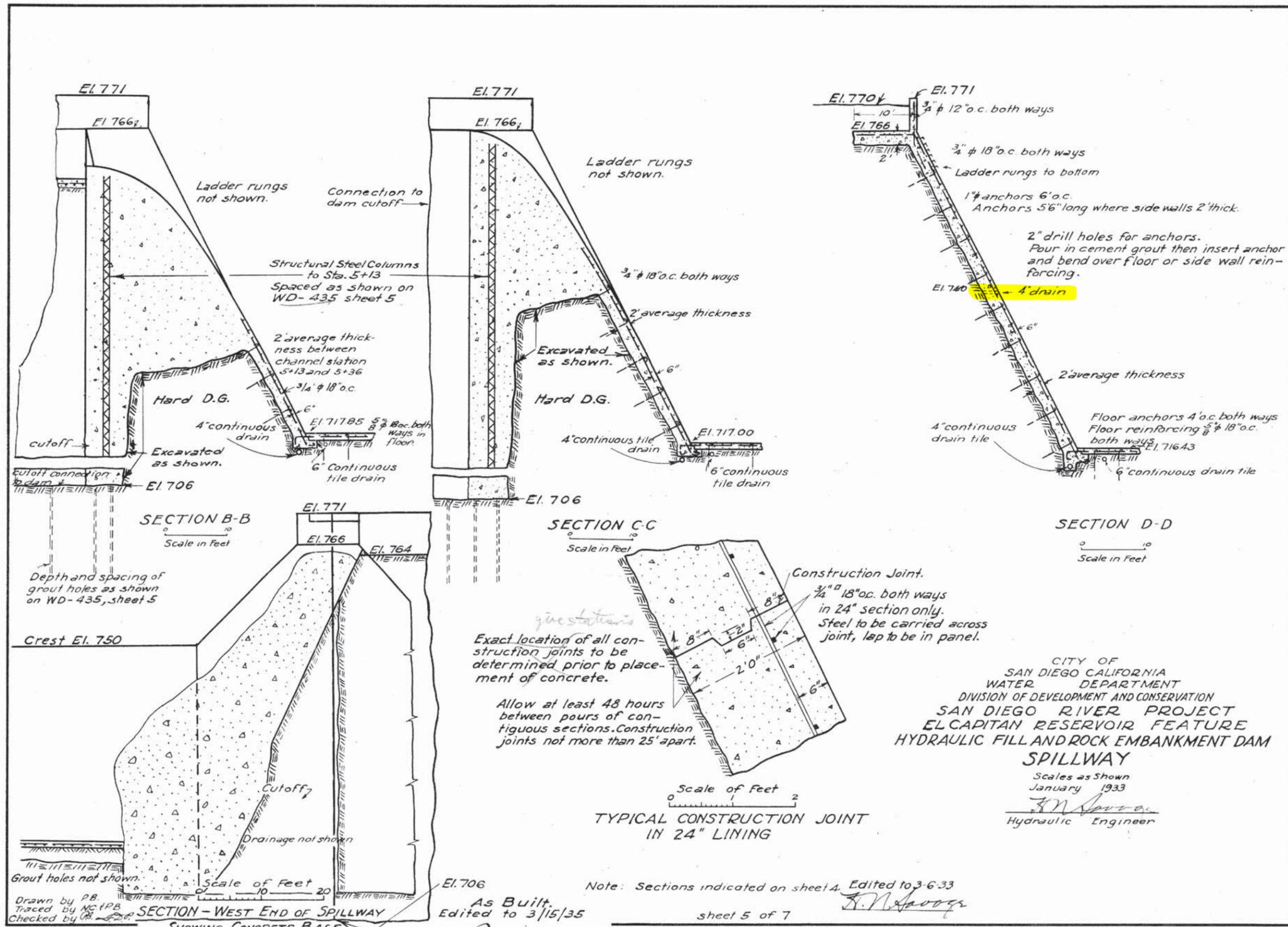
sheet 4 of 7

3-21-33

8-7

WD 449

DRAWING B-7
 Page 29 of 32



CITY OF
 SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 SPILLWAY
 Scales as Shown
 January 1933
J. M. Spurr
 Hydraulic Engineer

Note: Sections indicated on sheet 4. Edited to 3-6-33
J. M. Spurr
 sheet 5 of 7

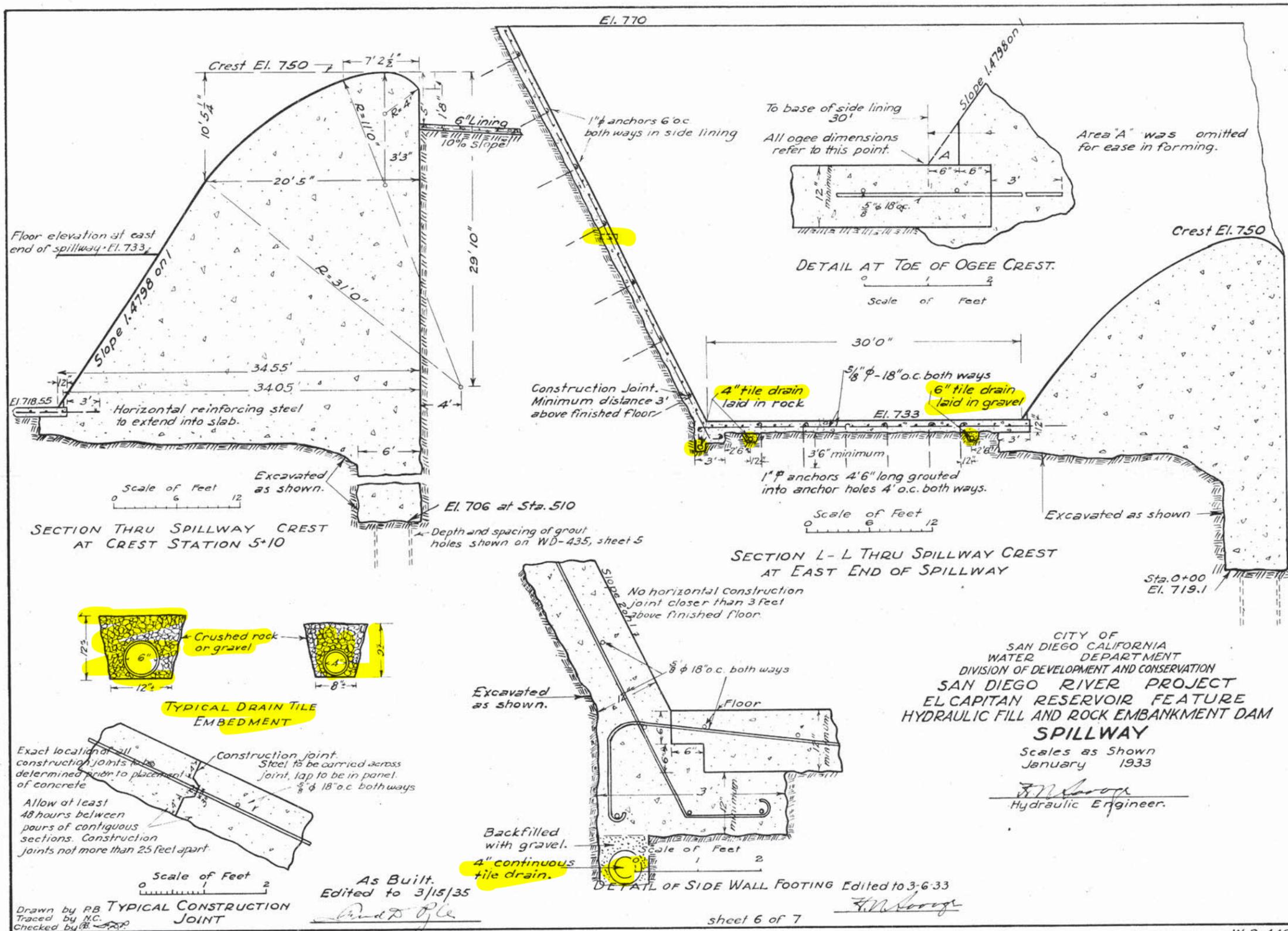
Drawn by P.B.
 Traced by N.C.P.B.
 Checked by O.B.

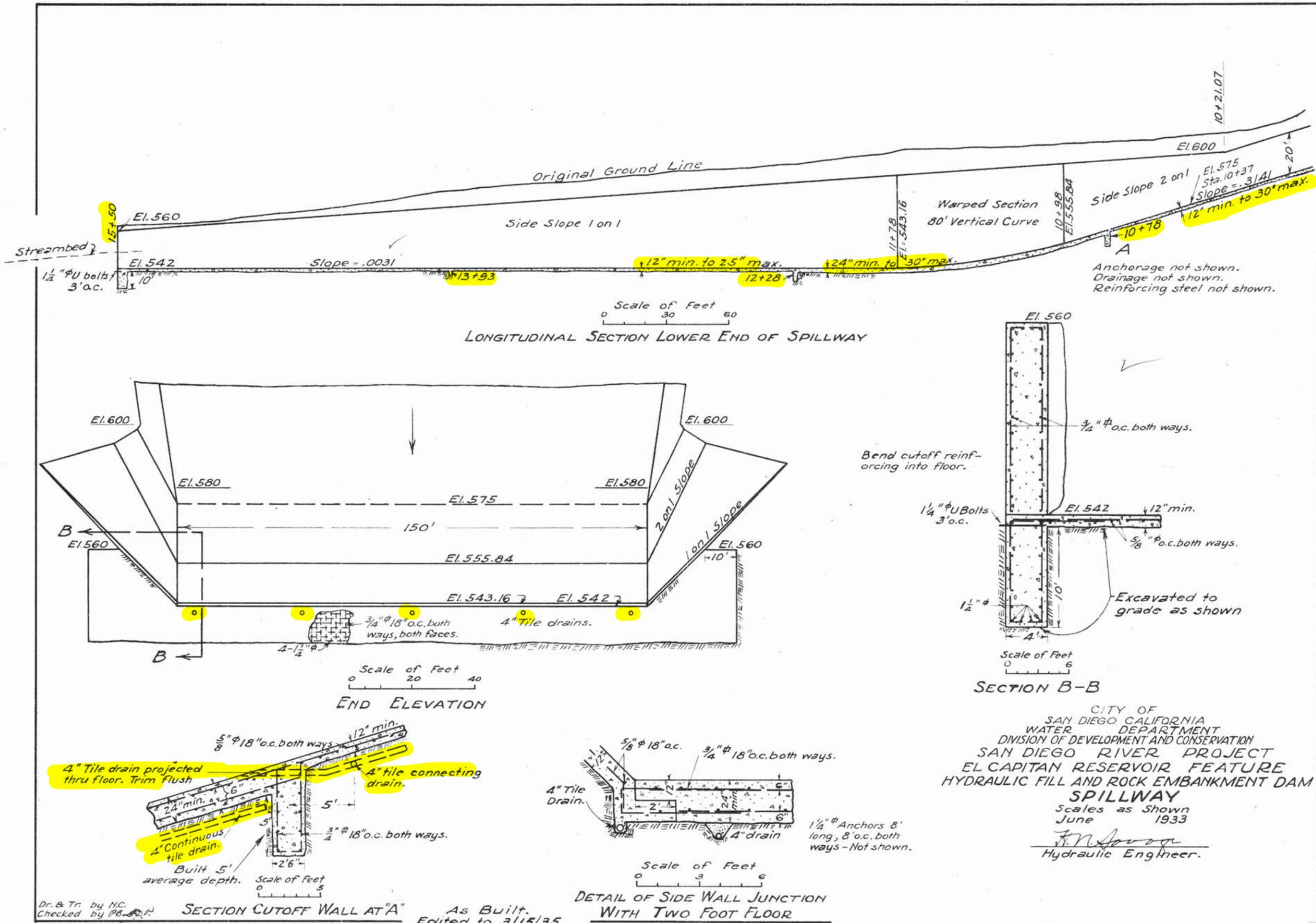
As Built
 Edited to 3/15/35
Brad D. Dyle

W.D. 449

FILE No 2588.D2

8-7





Dr. & Tr. by H.C.
Checked by P.B.

As Built.
Edited to 3/15/35

[Signature]

WD-460

FILE NO 2597, D2

*Why not compare profiles:
one plan, 1 profile + cross sections.*

8-7

City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM B



FOR

EL CAPITAN DAM SPILLWAY NEAR – TERM REPAIR

BID NO.:	<u>K-23-2126-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>11004710</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>N/A</u>
PROJECT TYPE:	<u>HB</u>

BID DUE DATE:

**2:00 PM
MAY 3, 2023**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. ADDENDUM

1. To Addendum A, Section **B, BIDDER'S QUESTIONS**, pages 2 through 8, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 through 8 of this Addendum.
2. To Addendum A, (Bidder's Questions attachments) pages 9 through 32, **DELETE** in their entirety and **SUBSTITUTE** with pages 9 through 32 of this Addendum

B. BIDDER'S QUESTIONS

- Q1. Please confirm that the gate at the fork of El Monte Rd, to the west of El Capitan Dam and just to the east of the El Cajon Mountain Truck Trail, can be utilized by the Contractor to open/close as needed during days and times when it may be closed due to the El Capitan Reservoir Recreation Area is closed.
- A1. The contractor may utilize this gate when the reservoir is closed. The City staff still needs access to the reservoir properties during construction and thus the gate cannot be blocked.
- Q2. On Sheet S-1, Note 6, it states that "at all slab and wall clay pipe drains, removal all exposed vegetation and debris to ensure drains are working properly". The count of these drains is not easily discernable in the plans provided. Please indicate an approximate count the Contractor should use for bidding purposes. Also please indicate to what length into the pipes the Contractor should assume cleaning is needed in order to get the drains working properly. (Should we anticipate each pipe is clogged with debris for 3', or 5' or 10'?).
- A2. See attached As-builts Exhibit for highlighted drain detail. Per As-built drawings, on the Right Wall there are 4" tile drains spaced at 10 feet on center from STA 0+00 to STA 5+10 (R3 through R20) and on the Left Wall there are approximately 15 drains. For bidding purposes assume all debris and vegetation be removed at these cleanouts back to 18", and repair any exposed cracks or spalls covered by this vegetation. (See pages 10 through 32 of this Addendum.)
- Q3. Are there any load restrictions on the road that crosses on top of the El Capitan Dam?
- A3. The City has used passenger cars and trucks on top of El Capitan Dam in the past. Heavy equipment is not recommended.
- Q4. Are there any load restrictions on the existing spillway?
- A4. Heavy equipment is not recommended because the load capacity on the spillway is unknown.

- Q5. Please confirm that the debris on the spillway that is shown on the plans is not the responsibility of the Contractor to remove or clean and that if any debris is needed to be removed or cleaned this will be done under change order.
- A5. Debris removal within purple highlighted area as indicated on attached sheet S-1 is not part of the scope of work for this project. (See page 9 of this Addendum)
- Q6. On Sheet S-17, Detail 2 for Type II Concrete Crack Repair Procedure, item 5.b calls for Sikagrout 526 SF grout (or equal) to be injected into the cracks. Sikagrout 526 cannot be found on the Sika website, is this intended to refer to Sikagrout 528 SF? Please confirm.
- A6. Yes, use SikaGrout 528 SF.
- Q7. On Sheets S-9, S-10, S-11 and S-12 there is a callout that states "Where there is efflorescence..... See Note 5 for Surface Preparation...." There is no Note 5 on any of these sheets. Please confirm this should reference Note 4 instead of 5 in all these callouts.
- A7. Yes, use note 4.
- Q8. In the Notice Inviting Bids Section 8.1 states the mandatory SLBE-ELBE participation percentages of 6.6% for SLBE and 9.2% for ELBE for a total of 15.8%. This project has a very narrow and specialized scope, as is supported by the requirement of a second phase prequalification. As such there are very few scopes and items of supply that certified ELBE and SLBE are able to participate in. Due to the specialized nature of this project and the limited SLBE-ELBE potential for involvement, it is requested the required participation levels be reduced.
- A8. Please Bid as per plans and specs.
- Q9. Please clarify the areas of access for the Spillway. It is assumed access will be primarily provided via the road on top of the El Capitan Dam. Will access be allowed via El Cajon Mountain Truck Trail and/or Forest Rte 13S10 on the downstream side of the dam?
- A9. Access will be via the road on top of the El Capitan Dam. Access may be difficult from via El Cajon Mountain Truck Trail and/or Forest Rte 13S10 as there is fully grown trees/vegetation and a bridge that would affect access.

- Q10. What is the Anticipated NTP for this Project?
- A10. We anticipate to issue NTP by July 2023.
- Q11. On Sheet S-1, Note 8, it states the Contractor is to remove all non-native vegetation growing within 10' of the north side off the spillway steep chute and refers to the Condition Assessment Report. The Condition Assessment Report cannot be found in the project documents, please provide.
- A11. Please see approximate location of non-native vegetation removal as shown on attached Sheet S-1. (See page 9 of this Addendum.)
- Q12. Are there any as-built documents for the existing spillway that can be provided to assist in developing access plans for the various repair areas?
- A12. Please see attached As-builts drawings. (See pages 10 through 32 of this Addendum.)
- Q13. Please confirm that temporary anchors can be installed in the existing spillway to assist in access to the work areas. All temporary anchors would be appropriately patched upon removal.
- A13. The Contractor shall submit a detailed anchorage plan in future Submittal process for review and approval by Engineer of Record and the California Division of Safety of Dams. The contractor would be responsible for the design of anchors and verifying the existing structure could take the loading. No reinforcement shall be damaged.
- Q14. The Supplementary Special Provisions, Section 5-4.2 shows the required General Liability Insurance limits of \$5M/\$10M. This high limit is prohibitive for some subcontractors, especially SLBE and ELBE subcontractors. Please confirm the general contractor can determine the limits of insurance required by subcontractors based on scope and size of contract.
- A14. The General Contractor cannot determine the limits of insurance. The City has established these insurance limits for all Open Competition projects and as such all certificates of insurance and endorsements required by the contract are **required** to be provided by the prime contractor upon issuance of the City's Notice of Intent to Award letter.

- Q15. The contract plans, Drawings S-2 through S-16, include tables listing quantities for the three types of concrete repairs. The bid form includes Lump Sum Item 3 for "Construction of El Capitan Dam Spillway Repairs". Please confirm that the quantities listed on the contract drawings shall be the basis of the bid price for Item 3, and that if any additional repairs are deemed necessary, they will be paid for from Bid Item 5 - Field Order Allowance.
- A15. Confirmed.
- Q16. The detail for Type II Concrete Crack Repairs on Drawing S-17 lists two different procedures and material types for crack repair. Item 5a lists the procedure for 1/32" to 1/8" wide cracks and Item 5b lists the procedure for 5/32" to 1" wide cracks. The total length of Type II crack repairs listed in the tables on Drawings S-2 through S-16 is about 2200 LF. For bidding purposes, please identify how much of this total crack repair quantity shall be procedure 5a and how much shall be procedure 5b.
- A16. For bidding purposes assume 80% of the crack injection will follow procedure 5a Sikadur 35, and 20% of the crack injection will follow procedure 5b SikaGrout.
- Q17. The concrete repair tables on Drawings S-2 through S-16 list the quantities for Type I concrete repairs in cubic feet. The total quantity of Type I spall repairs listed in the tables is about 440 CF. The spall repair materials identified in the Type I Spall Repair Detail on Drawing S-17 are packaged in units of 0.5 CF for Sikatop 111 Plus, Sikatop 122 Plus, and Sikacrete 211 SCC Plus, and in units of 0.39 CF for Sikatop 123 Plus. Please confirm that payment for Type I Spall Repairs will be based on the number of whole units of repair products used at the listed CF per unit.
- A17. The Contractor shall provide a price to complete the required repairs as shown on the Plans and Specifications. The Contractor has the option to round up to the number of whole units for materials based on their company efficiency.
- Q18. Drawing G-3 Structural Observation Notes requires that the Contractor invite the Engineer of Record to observe repair work at various intervals. Please confirm that the City of San Diego will pay for the services of the Engineer of Record for these site visits.
- A18. Confirmed, the City will be responsible for paying for these services.

- Q19. Drawings S-1 through S-5 show the limits of debris in the Downstream Spillway Slab. Please confirm that removal of this debris is not in the scope of work for this project.
- A19. Debris removal within purple highlighted area as indicated on attached Sheet S-1 is not part of the scope of work for this project. (See page 9 of this Addendum.)
- Q20. The Wall Repair Matrixes on Drawings S-2 through S-8 includes notes identifying various crack and spall repairs. In some cases, the notes refer to Drawing S-14, S-15, and S-16 which include tables with quantities for crack and spall repairs. In other cases, the notes identify the length of crack repair and size of spall repair in certain wall panels. However, in many other cases the notes just call for crack or spall repairs without providing quantities. For bidding purposes, please provide the quantity of crack or spall repair for the following wall panels: R1, R11, R18, R21, R23, L10, L11, R26, R27, R29, R30, L12, L18, R31, R33, R35, R36, L20, R39, R41, R42.
- A20. Use values given in S-13 (L1-L23), S-14 (R1-R13), S-15 (R14-R24), & S-16 (R25-43) for bidding quantities.
- Q21. Drawings S-9 through S-12 include notes calling for low pressure spray application of Sikagard 740 W at various areas where efflorescence was observed at Panels 3, 4, 5, 7, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20, 22. For bidding purposes, please provide the area in square feet that will require application of Sikagard 740 W. Also, please confirm that the quantity provided shall be the basis of the bid price for Item 3, and that if any additional applications of Sikagard 740 W are deemed necessary, they will be paid for from Bid Item 5 - Field Order Allowance.
- A21. For bidding purposes assume 10% of surface area on these panels requires spray application of Sikagard-740W.
- Q22. Drawing S-9 includes a note stating, "Where spalling occurs at joints, contractor shall reshape and rebuild joint nosing per spall repair outline Type I and fill joints with backer rod and use Sikaflex 1a polyurethane sealant with Sikaflex Primer - 429 primer". Does this note apply only to Drawing S-9 or does it also apply to Drawings S-10 through S-12? For bidding purposes, please provide the total lineal footage of joints that will require this type of repair. Also, please confirm that the quantity

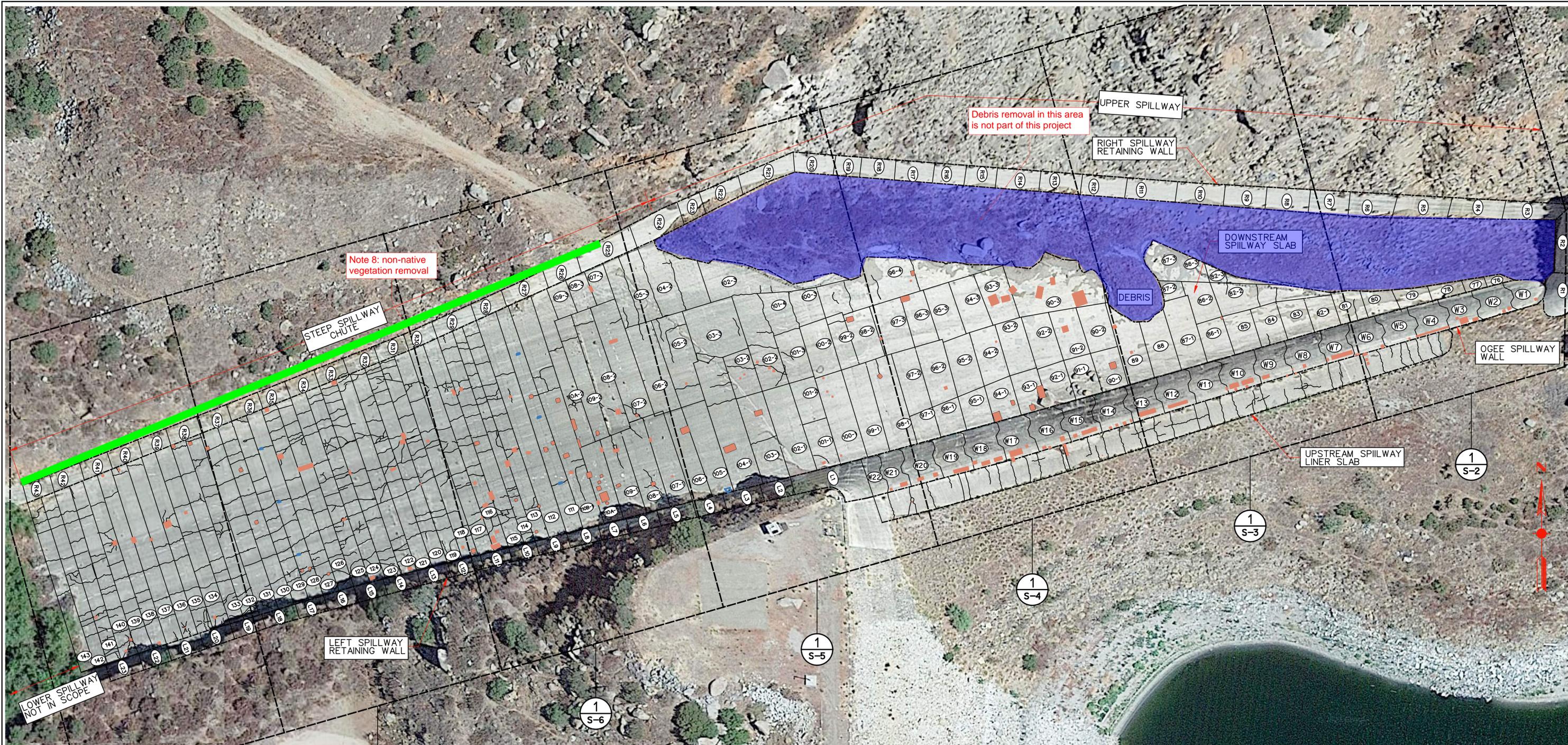
provided shall be the basis of the bid price for Item 3, and that if any additional joint repairs are deemed necessary, they will be paid for from Bid Item 5 - Field Order Allowance. This note applies to Drawings S-9 through S-12.

- A22. For bidding purposes assume a total of 20 feet for downstream spillway weir joint reshaping. Payment will be included in the Bid Item Field Orders (EOC Type II) if any additional joint repairs are deemed necessary.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *April 24, 2023*
San Diego, California

RA/AJ/yk



NOTES:

1. FOR REPAIR ON WALLS, SEE ELEVATIONS IDENTIFIED ON ENLARGED PLANS. FOR REPAIRS ON SLABS SEE MARKINGS NOTED ON ENLARGED PLANS.
2. APPROXIMATE LOCATIONS OF REPAIR ARE SHOWN BUT NOT DIMENSIONED, SHOULD THE CONTRACTOR HAVE QUESTIONS REGARDING THE LOCATION AND QUANTITIES, NOTIFY THE ENGINEER OF RECORD.
3. CONTRACTOR IS RESPONSIBLE FOR ALL SCAFFOLDING AND PROVIDING ACCESS TO THE REPAIR LOCATIONS.
4. STRUCTURAL OBSERVATION IS REQUIRED SEE SHEET G-3.
5. FOR REPAIR PROCEDURE SEE SHEET S-17.
6. AT ALL SLAB AND WALL CLAY PIPE DRAINS, REMOVE ALL EXPOSED VEGETATION AND DEBRIS TO ENSURE DRAINS ARE WORKING PROPERLY.
7. THERE ARE MANY SHALLOW SPALLS IN THE DOWNSTREAM SPILLWAY SLAB. SCOPE OF WORK HAS BEEN LIMITED TO ANY SPALLS HAVING A FOOTPRINT OF 10-INCH BY 10-INCH OR GREATER AND HAVING A DEPTH OF 1" OR GREATER.
8. CONTRACTOR SHALL REMOVE ALL NON-NATIVE VEGETATION GROWING WITHIN 10 FEET OF THE NORTH SIDE OF THE SPILLWAY STEEP CHUTE. REFER TO THE CONDITION ASSESSMENT REPORT

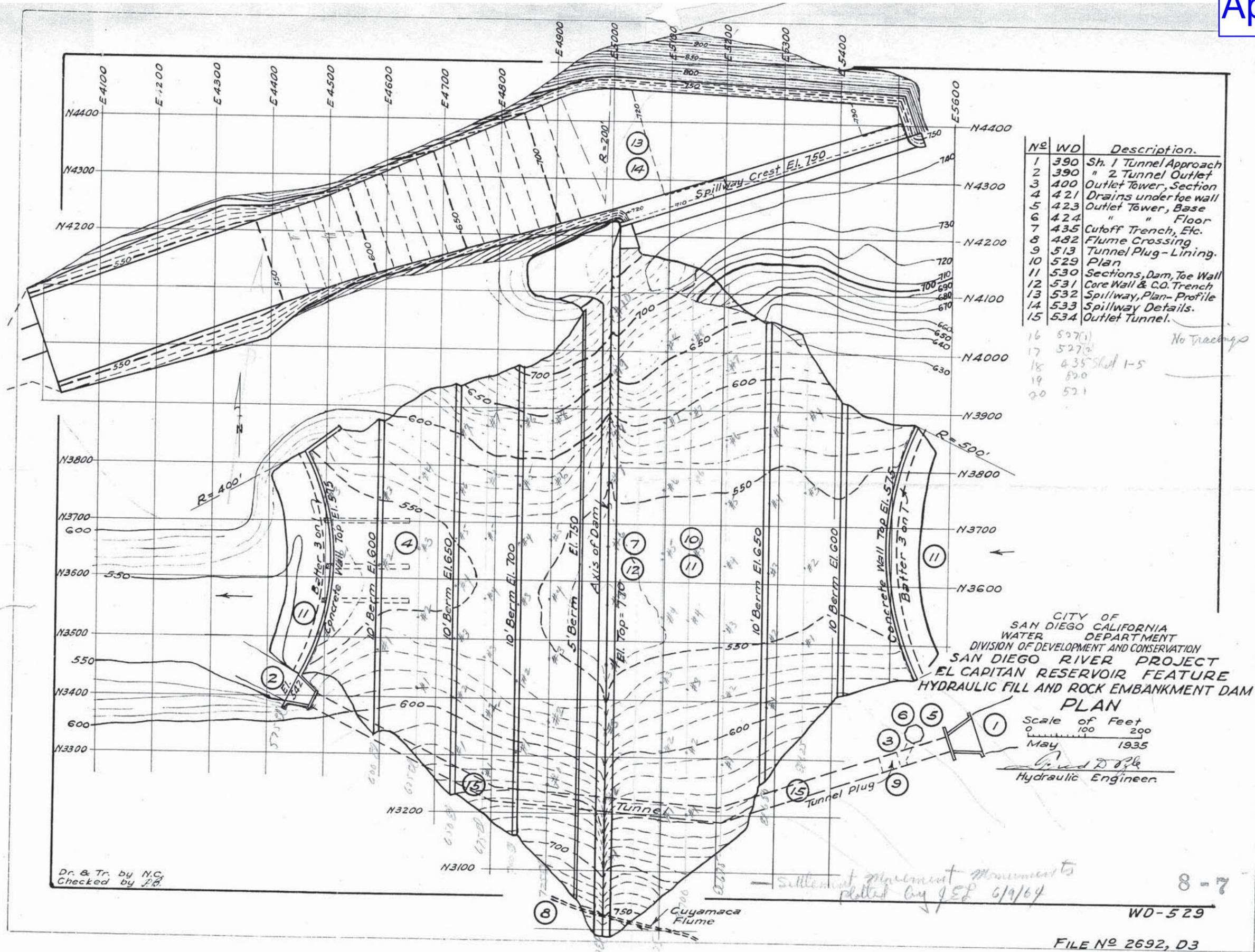
LEGEND	
	SPALL
	DEBRIS/VEGETATION
	CRACKING/TYP III
	FLOOR PANEL
	WEIR PANEL
	RIGHT WALL PANEL
	LEFT WALL PANEL

PLAN
SCALE: 1" = 35'

S-1

PLANS FOR THE CONSTRUCTION OF
EL CAPITAN DAM SPILLWAY NEAR TERM REPAIR
SAN DIEGO COUNTY, CA
SPILLWAY CONCRETE SLAB
FACE OF Ogee WALL PLAN

SPEC. NO.	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 4 OF 21 SHEETS			WATER WBS 11004710
APPROVED: ERIC FONTAINE REGISTERED PROFESSIONAL ENGINEER S 5930 STRUCTURAL STATE OF CALIFORNIA 07/07/2023	DATE 1/17/2023	FOR OFFICER/ENGINEER & ENGINEER OF WORK JONG CHOI	DATE C73246	SUBMITTED BY JUNMIN PAN PROJECT MANAGER
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	FH/KLF		1/17/23	
				SEE EACH SHEET CCS27 COORDINATE
				SEE EACH SHEET CCS83 COORDINATE
CONTRACTOR INSPECTOR			NTP DATE NOC DATE	0100318-4-D



No	WD	Description.
1	390	Sh. 1 Tunnel Approach
2	390	" 2 Tunnel Outlet
3	400	Outlet Tower, Section
4	421	Drains under toe wall
5	423	Outlet Tower, Base
6	424	" " Floor
7	435	Cutoff Trench, Etc.
8	482	Flume Crossing
9	513	Tunnel Plug-Lining.
10	529	Plan
11	530	Sections, Dam, Toe Wall
12	531	Core Wall & C.O. Trench
13	532	Spillway, Plan-Profile
14	533	Spillway Details.
15	534	Outlet Tunnel.
16	527(1)	No Trace
17	527(2)	No Trace
18	435	Shed 1-5
19	820	
20	521	

CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
PLAN

Scale of Feet
0 100 200
May 1935
Fred D. Dyle
Hydraulic Engineer.

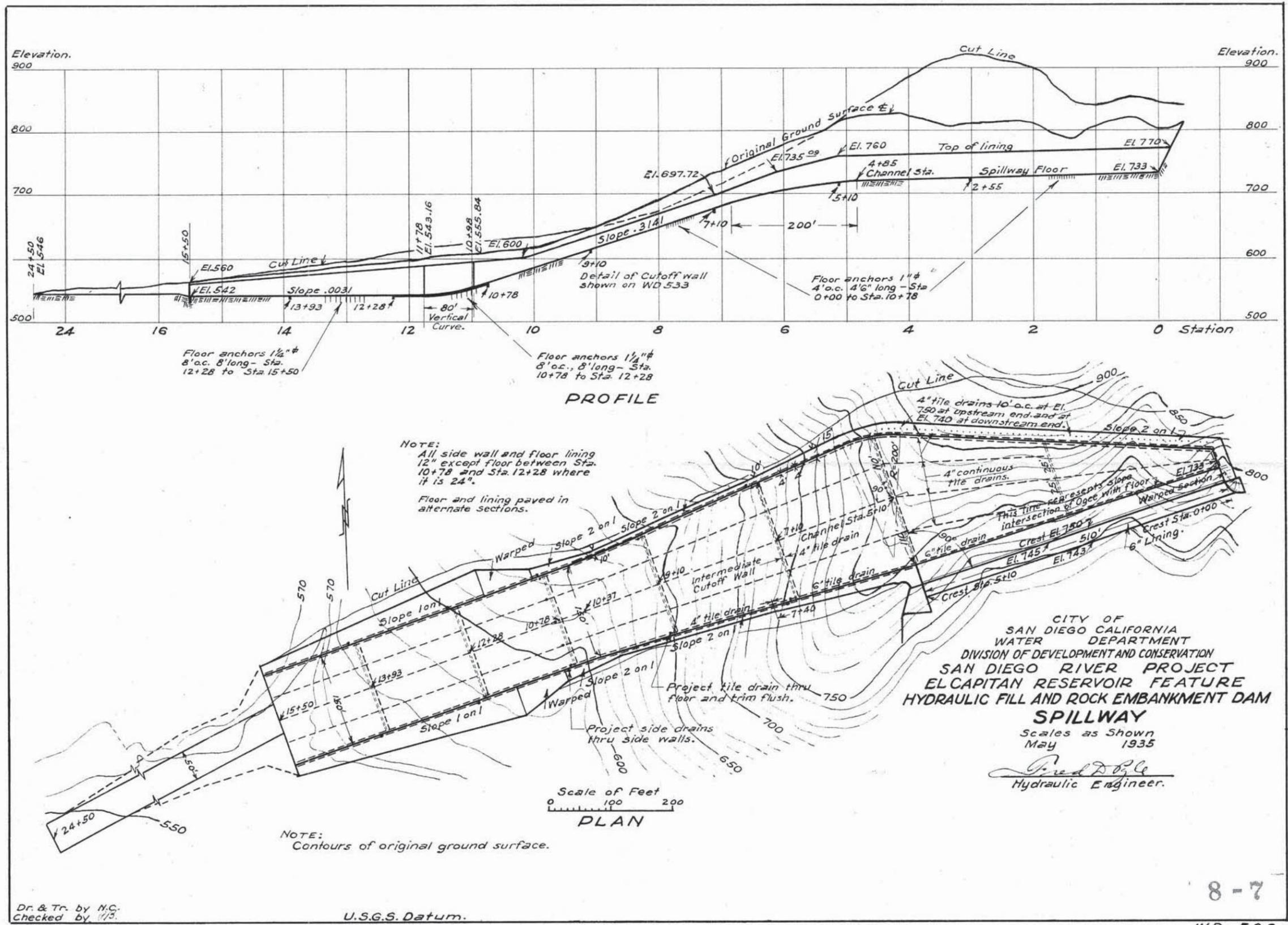
Dr. & Tr. by N.C.
Checked by J.B.

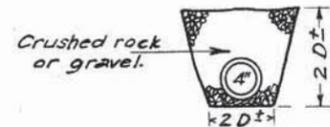
Settlement measurement monuments
plotted by J.E.P. 6/9/64

8-7
WD-529

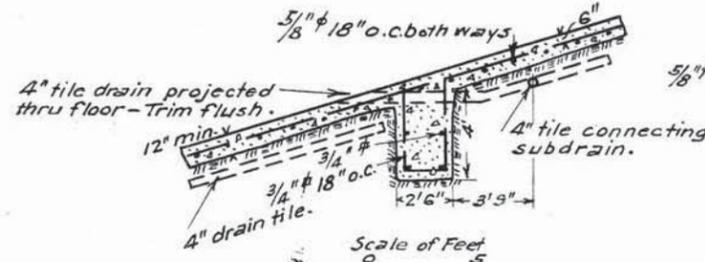
FILE No 2692, D3

35
40
35
100

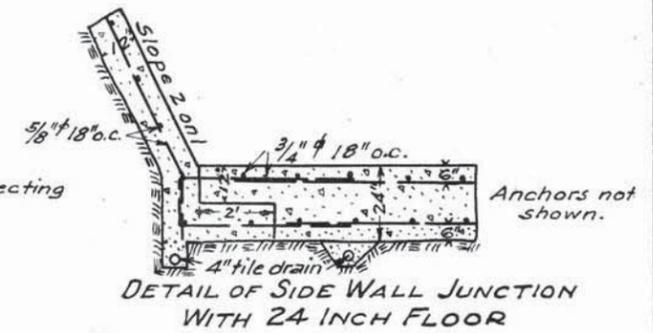




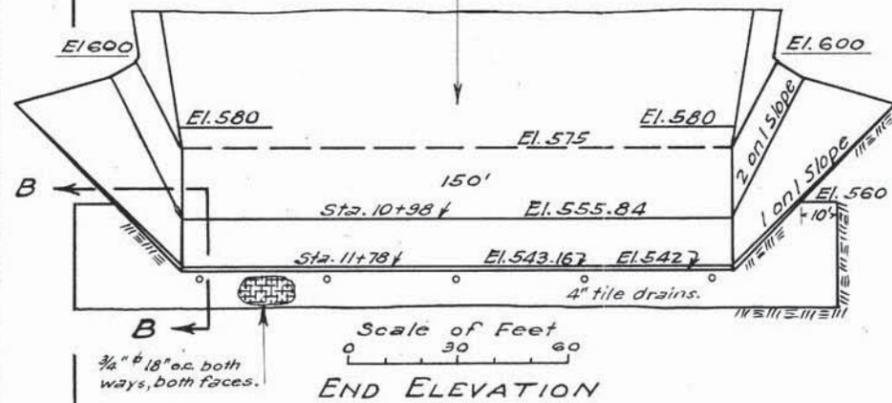
TYPICAL DRAIN TILE EMBEDMENT



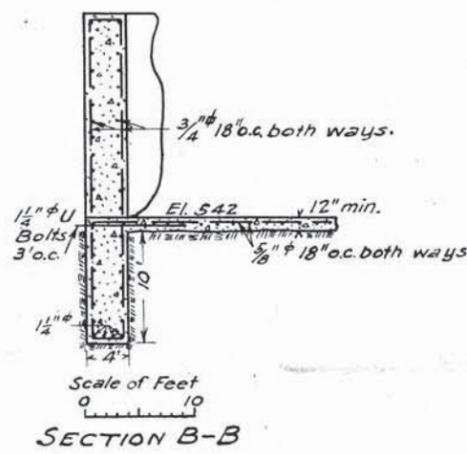
SECTION INTERMEDIATE CUTOFF



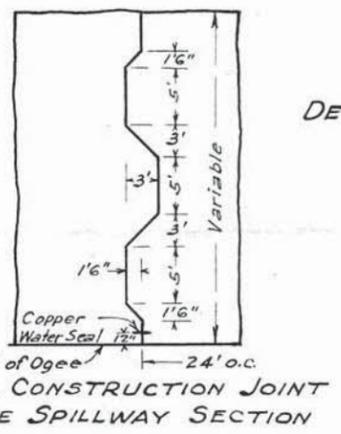
DETAIL OF SIDE WALL JUNCTION WITH 24 INCH FLOOR



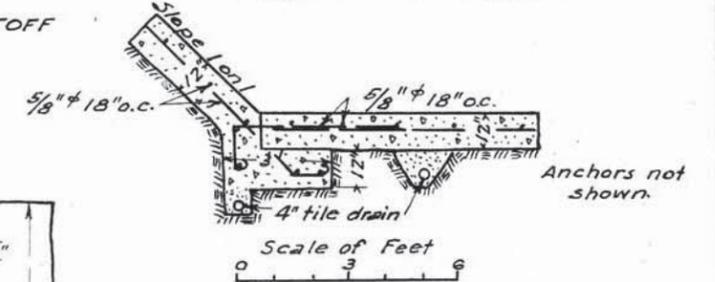
END ELEVATION



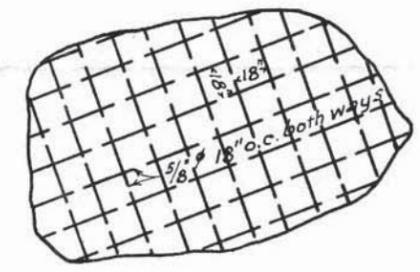
SECTION B-B



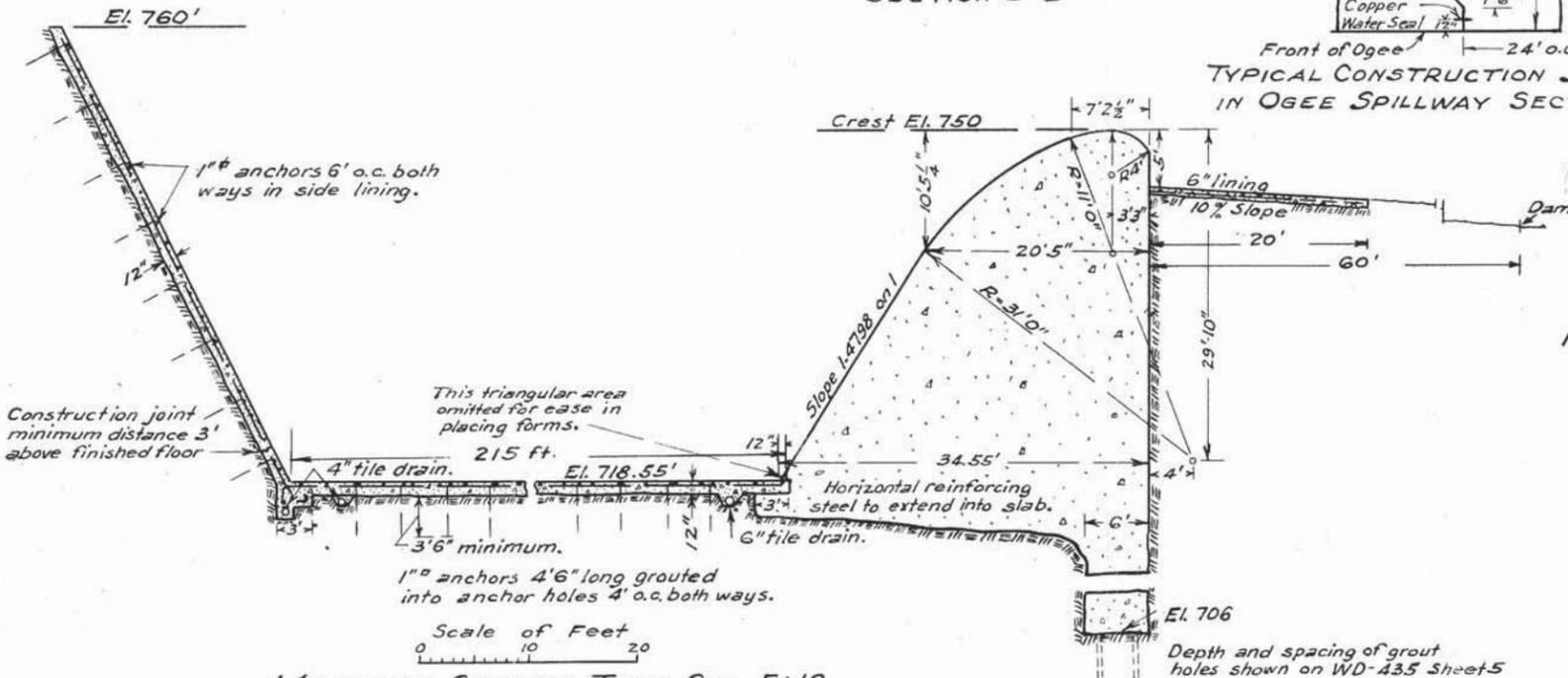
TYPICAL CONSTRUCTION JOINT IN OGEE SPILLWAY SECTION



DETAIL OF SIDE WALL JUNCTION WITH 12 INCH FLOOR



FLOOR REINFORCING



MAXIMUM SECTION THRU STA. 5+10

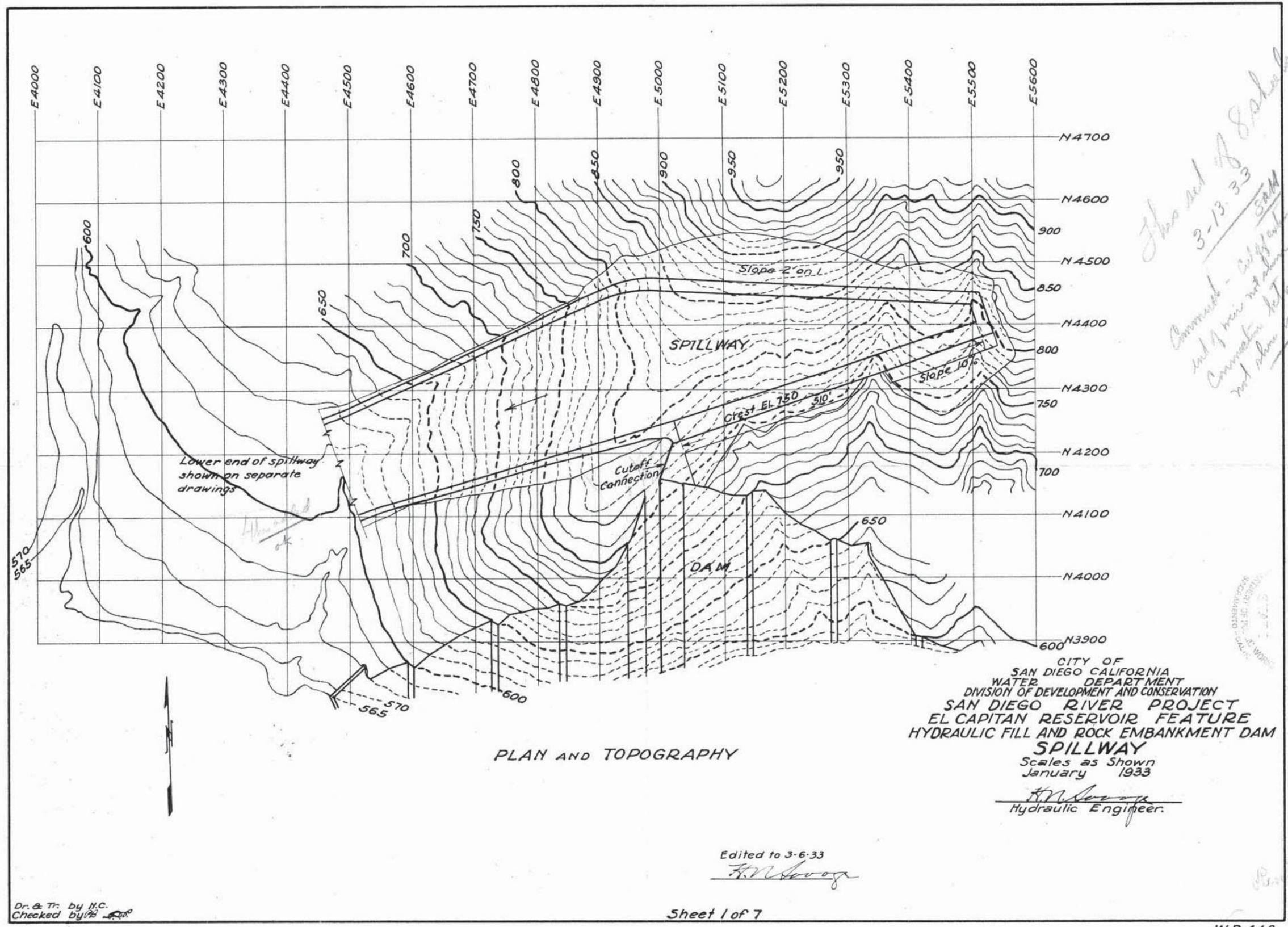
CITY OF
 SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY DETAILS
 Scales as Shown
 May 1935
Rud D. Oyle
 Hydraulic Engineer.

Dr. & Tr. by N.C.
 Checked by P.B.

8-7

WD-533

FILE NO 2695, D3



*This set of sheets reviewed
3-13-33
Comments - cut off crest
and if river not shown
Comments - determine whether
and show on details*

1933 MAR - 13 - AM 10:09
DIVISION OF WATER RESOURCES
CITY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS
SAN DIEGO, CALIFORNIA

CITY OF SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY
Scales as Shown
January 1933
H. M. [Signature]
Hydraulic Engineer.

PLAN AND TOPOGRAPHY

Edited to 3-6-33
H. M. [Signature]

Sheet 1 of 7

Dr. & Tr. by H.C.
Checked by [Signature]

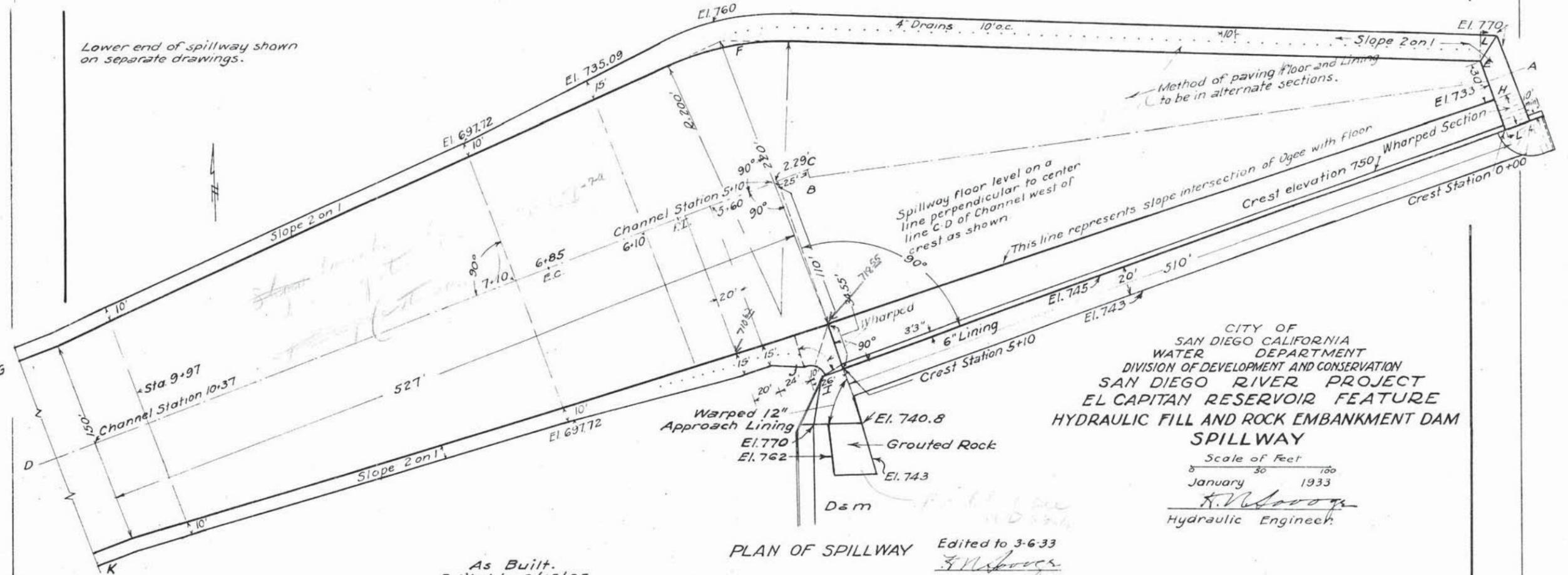
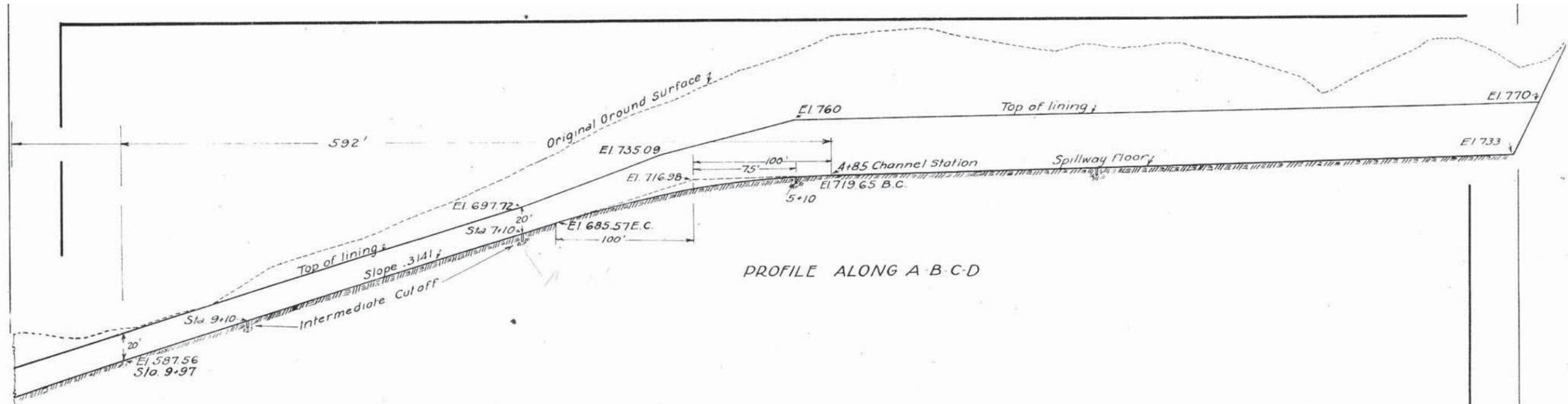
W.D. 449

FILE No 2588, D2

M.D.
1724 8462

8-7

③
DRAWING B-4
Page 13 of 32



Lower end of spillway shown on separate drawings.

Method of paving floor and lining to be in alternate sections.

CITY OF SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 SPILLWAY

Scale of Feet
 0 50 100
 January 1933
 H. V. Moore
 Hydraulic Engineer

As Built.
 Edited to 3/15/35

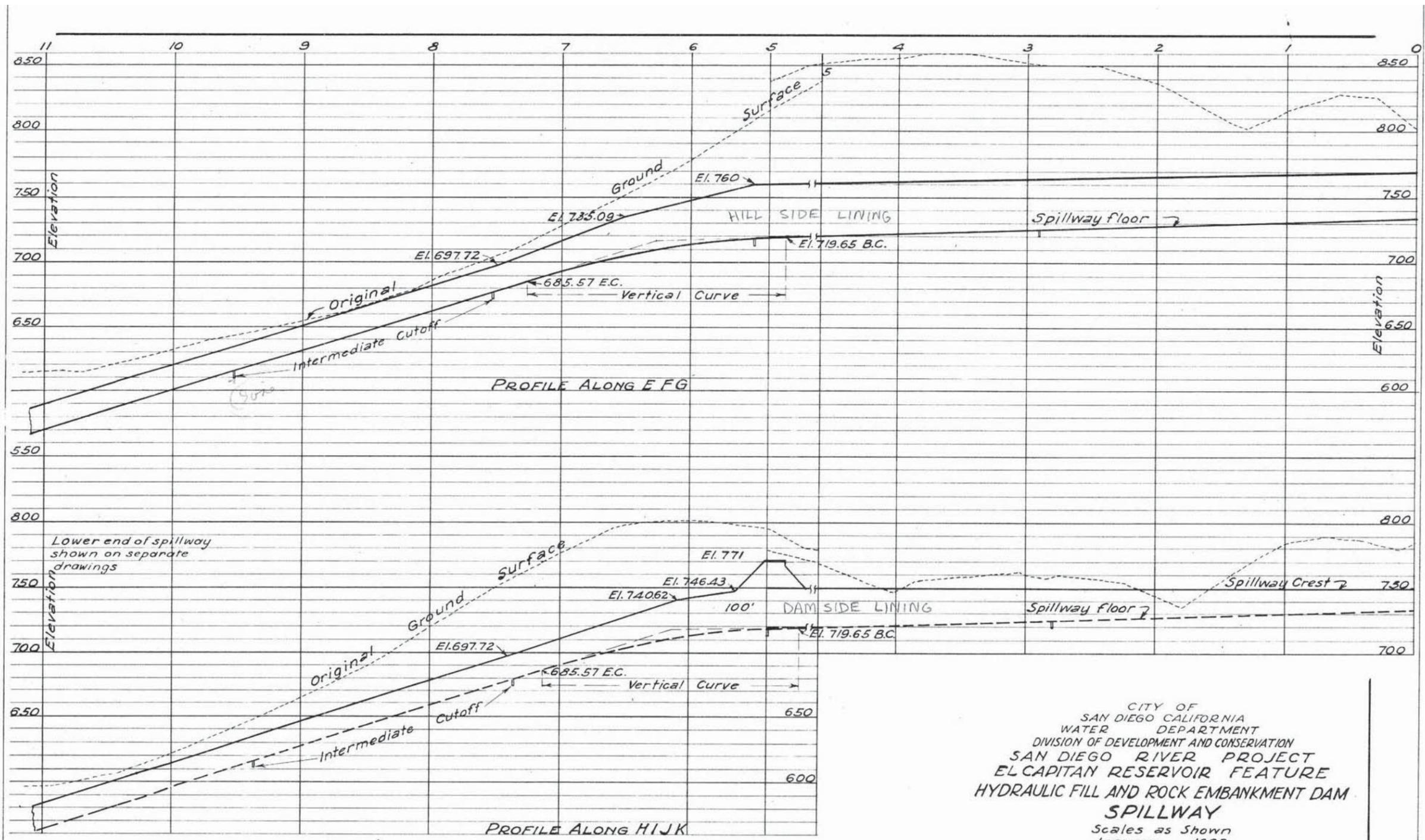
Edited to 3-6-33
 H. V. Moore

Dr. & Tr. by P.B.
 Checked by [Signature]

sheet 2 of 7

WD-449
 FILE No 2588,02

8-7



CITY OF
 SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 SPILLWAY
 Scales as Shown
 January 1933
H. P. Lewis
 Hydraulic Engineer

Sections Shown on Sheet 2
 Dr. & Tr. by M.C.
 Checked by *[Signature]*

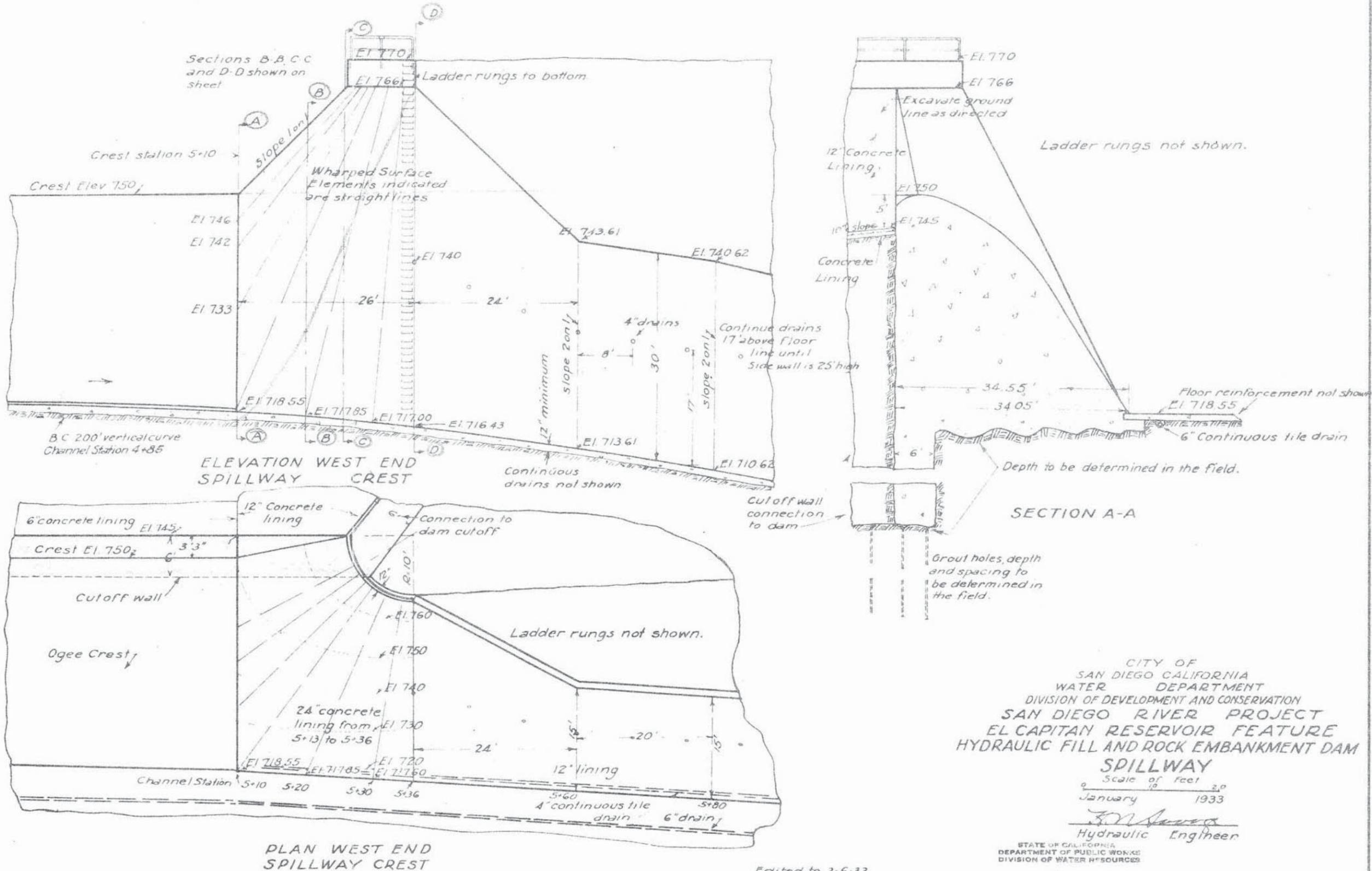
As Built.
 Edited to 3/15/35
[Signature]

Edited to 3-6-33
[Signature]
 sheet 3 of 7

U.S.G.S. Datum.

W.D. 449
 FILE No 2588, D2

8-7 out



CITY OF
 SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 SPILLWAY

Scale of feet 2" = 10'
 January 1933
F. M. George
 Hydraulic Engineer

STATE OF CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS
 DIVISION OF WATER RESOURCES

APPLICATION NO. 8-7
 APPROVED AS TO SAFETY

Edward J. ...
 STATE ENGINEER

Edited to 3-6-33
F. M. George

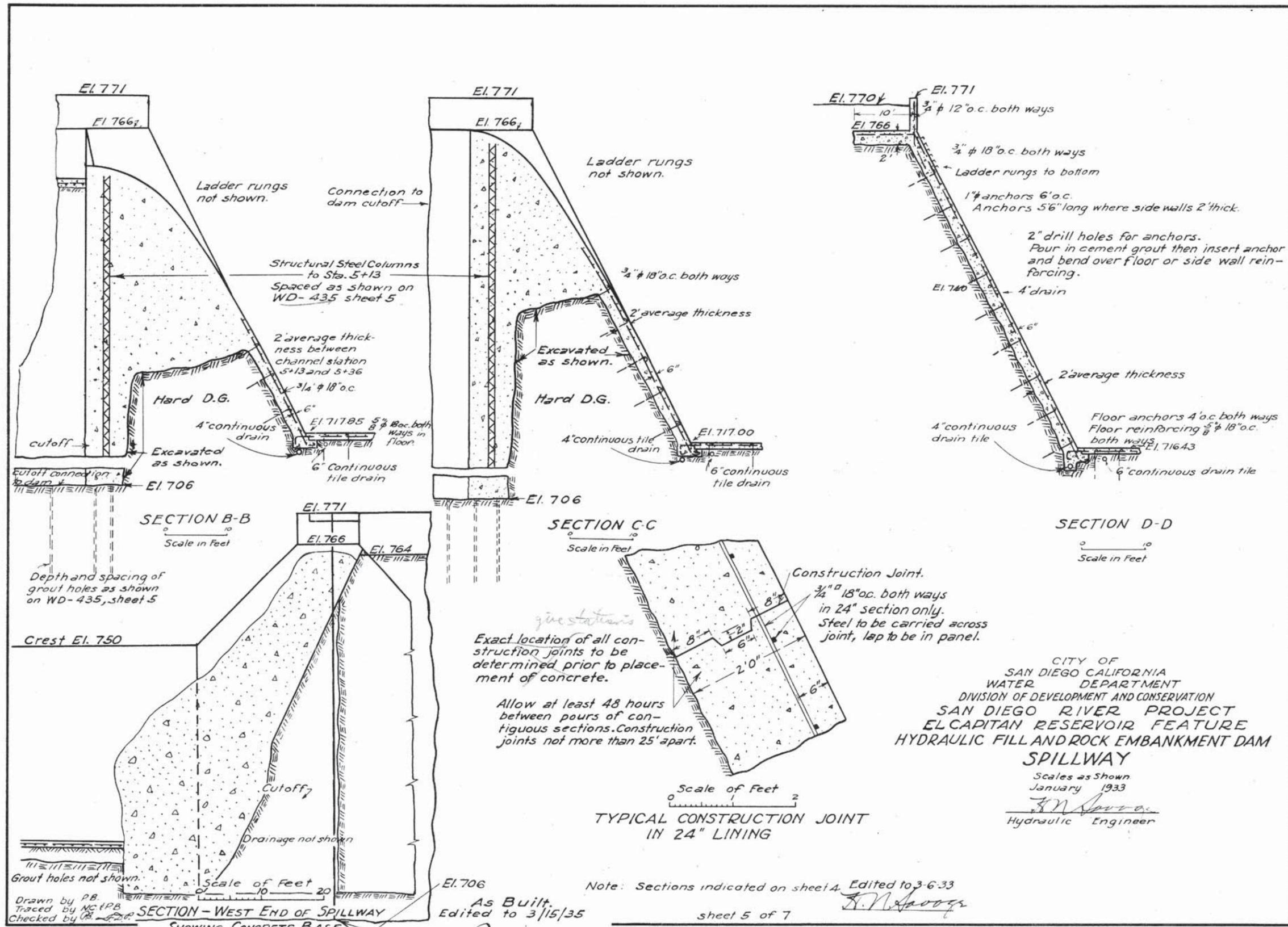
sheet 4 of 7

3-21-33

8-7

W D 449

DRAWING B-7
 Page 16 of 32



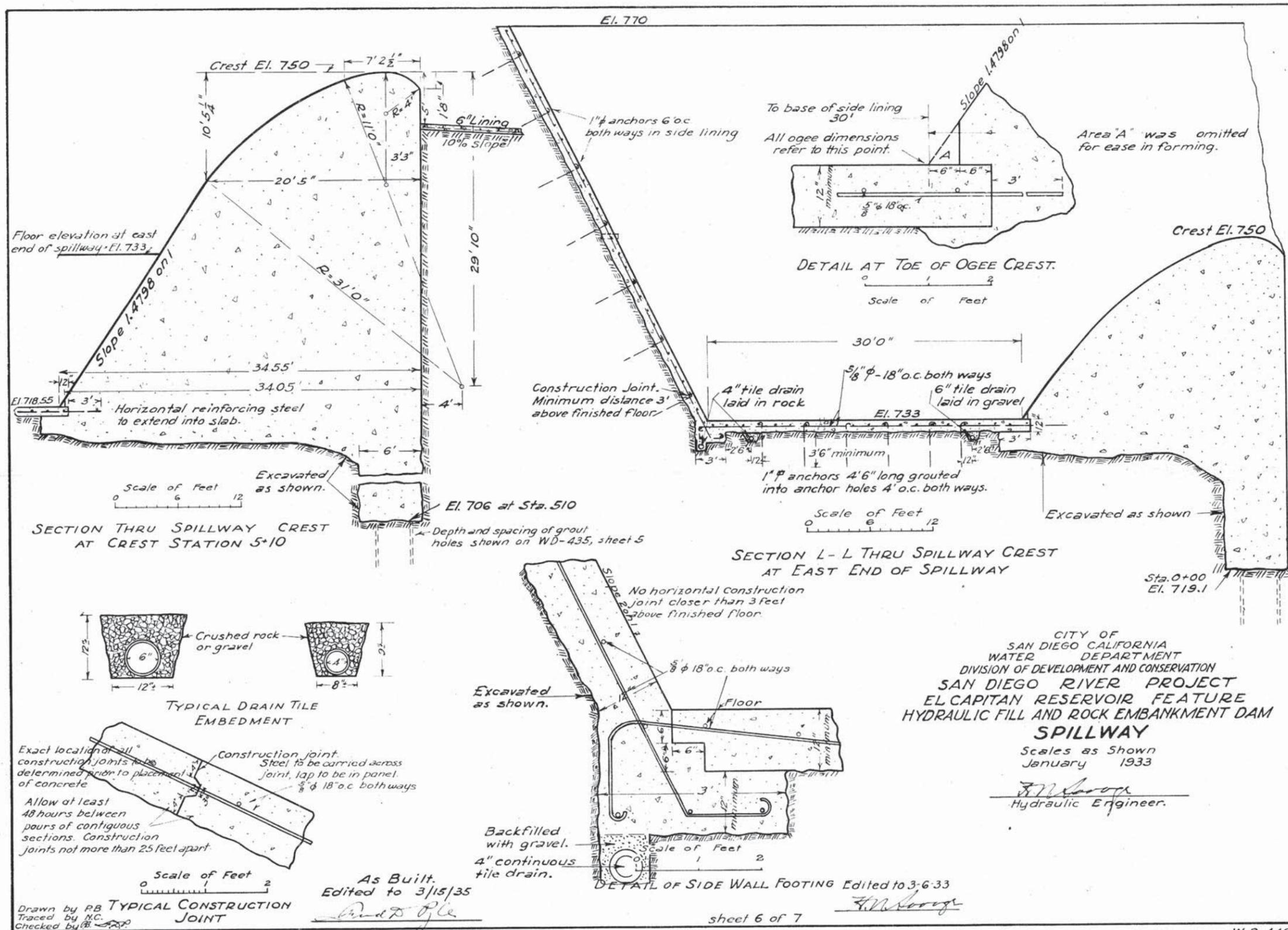
CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
ELCAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY
Scales as Shown
January 1933
S. N. Hoover
Hydraulic Engineer

W.D. 449

FILE No 2588.D2

8-7

DRAWING B-8
Page 17 of 32



CITY OF
 SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 SPILLWAY
 Scales as Shown
 January 1933
F.M. Brown
 Hydraulic Engineer.

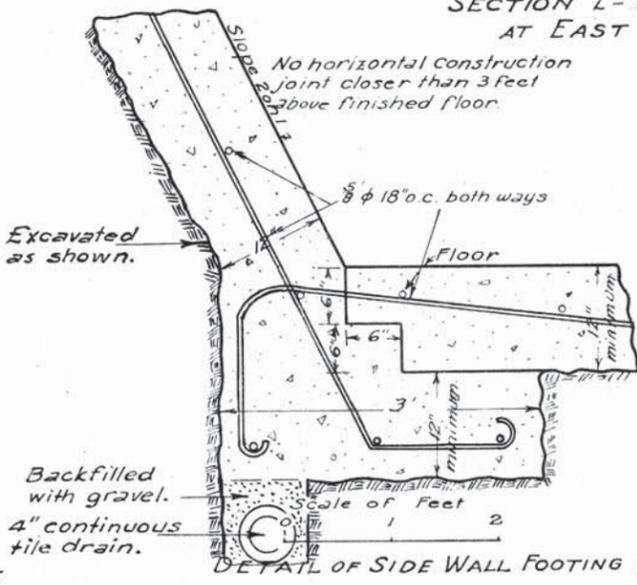
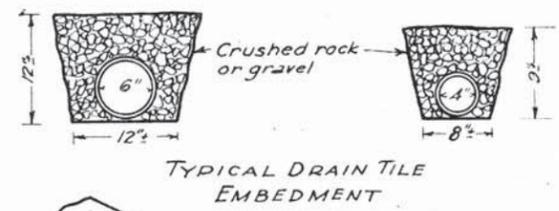
Exact location of all construction joints to be determined prior to placement of concrete.
 Allow at least 48 hours between pours of contiguous sections. Construction joints not more than 25 feet apart.

Construction joint. Steel to be carried across joint, lap to be in panel. $\frac{5}{8}$ " ϕ 18" o.c. both ways.

As Built.
 Edited to 3/15/35
And D. P. L.

Drawn by PB
 Traced by N.C.
 Checked by *[Signature]*

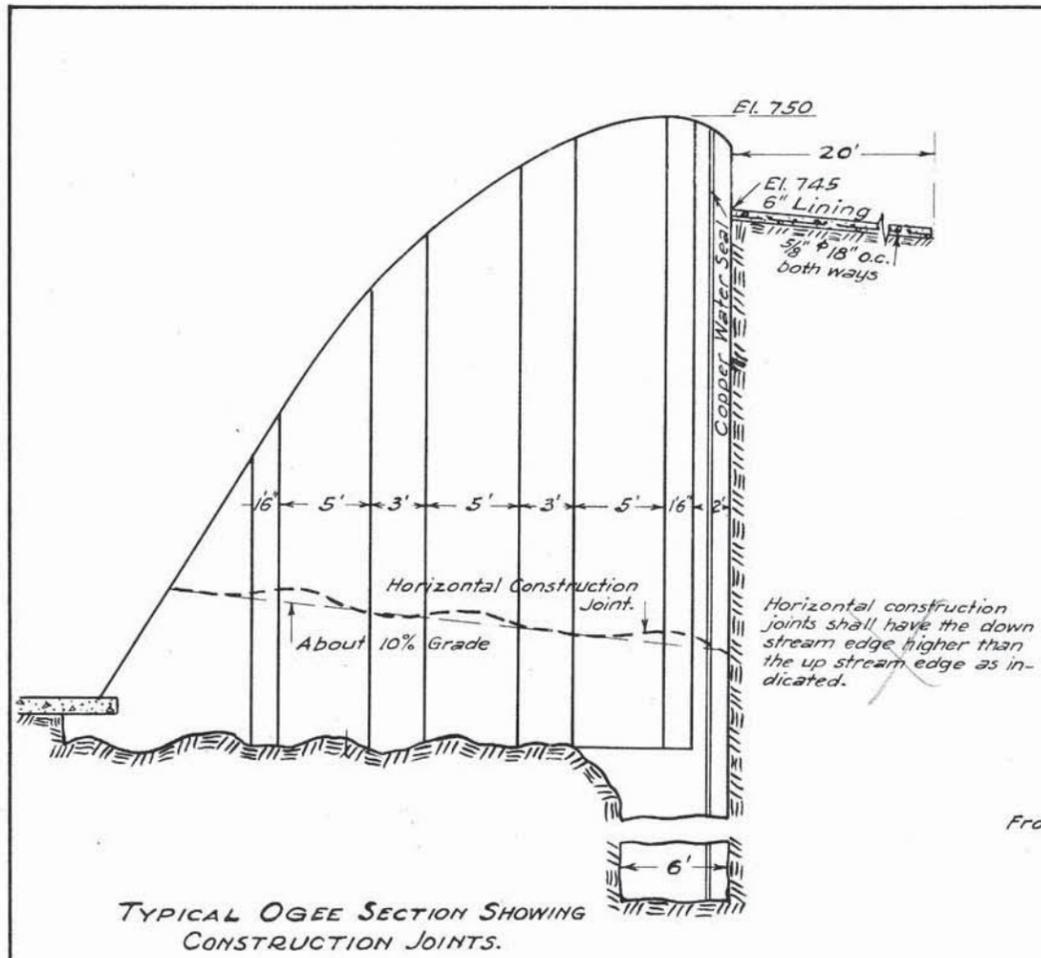
TYPICAL CONSTRUCTION JOINT



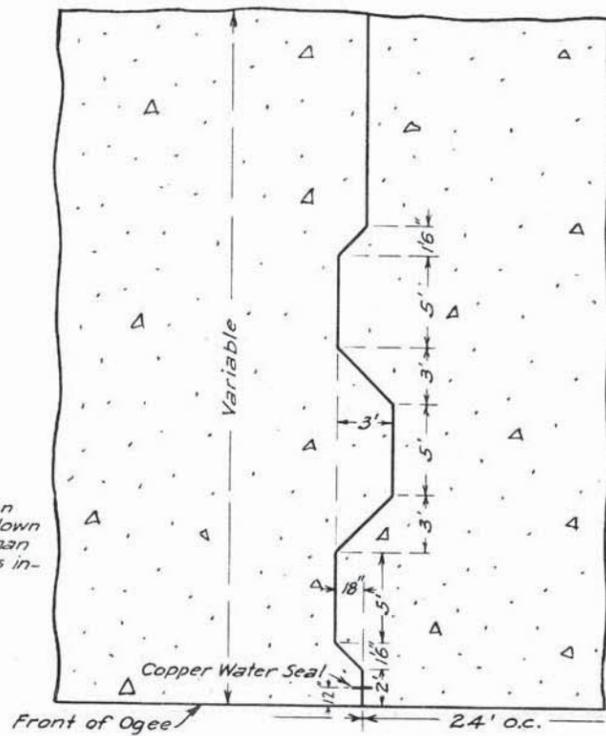
W.D. 449

FILE NO 2588, D2

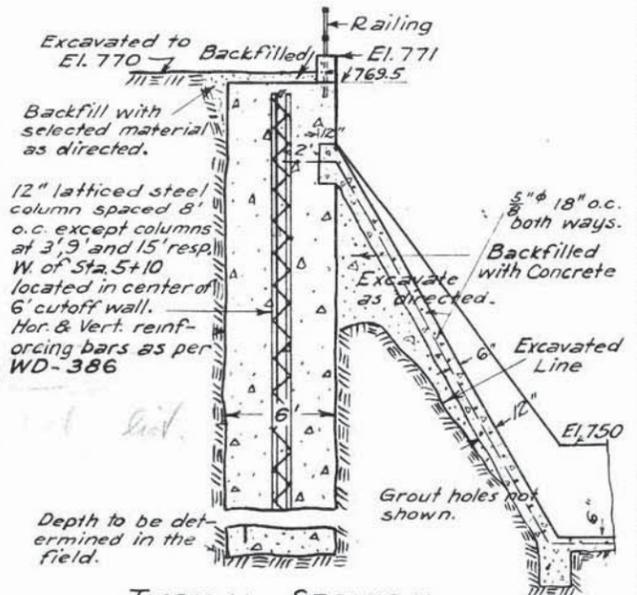
8-7



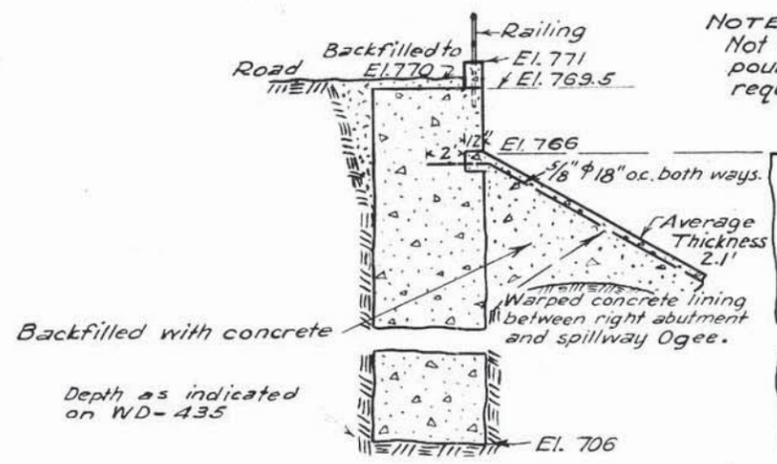
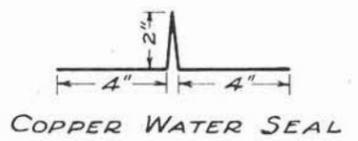
TYPICAL OGEE SECTION SHOWING CONSTRUCTION JOINTS.



PLAN TYPICAL CONSTRUCTION JOINT IN OGEE SPILLWAY SECTION

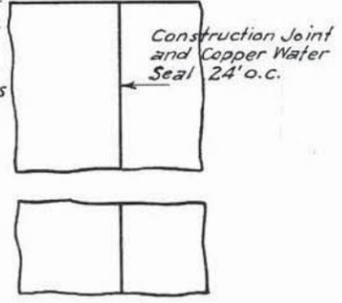


TYPICAL SECTION CUTOFF CONNECTION ADJACENT TO WEST END OF SPILLWAY CREST



TYPICAL SECTION NEAR END OF DAM - CUTOFF WALL CONNECTION TO WEST END OF SPILLWAY

NOTE: Not more than 6 feet of concrete shall be poured in any one day where forms are required.



As Built. Edited to 3/15/35

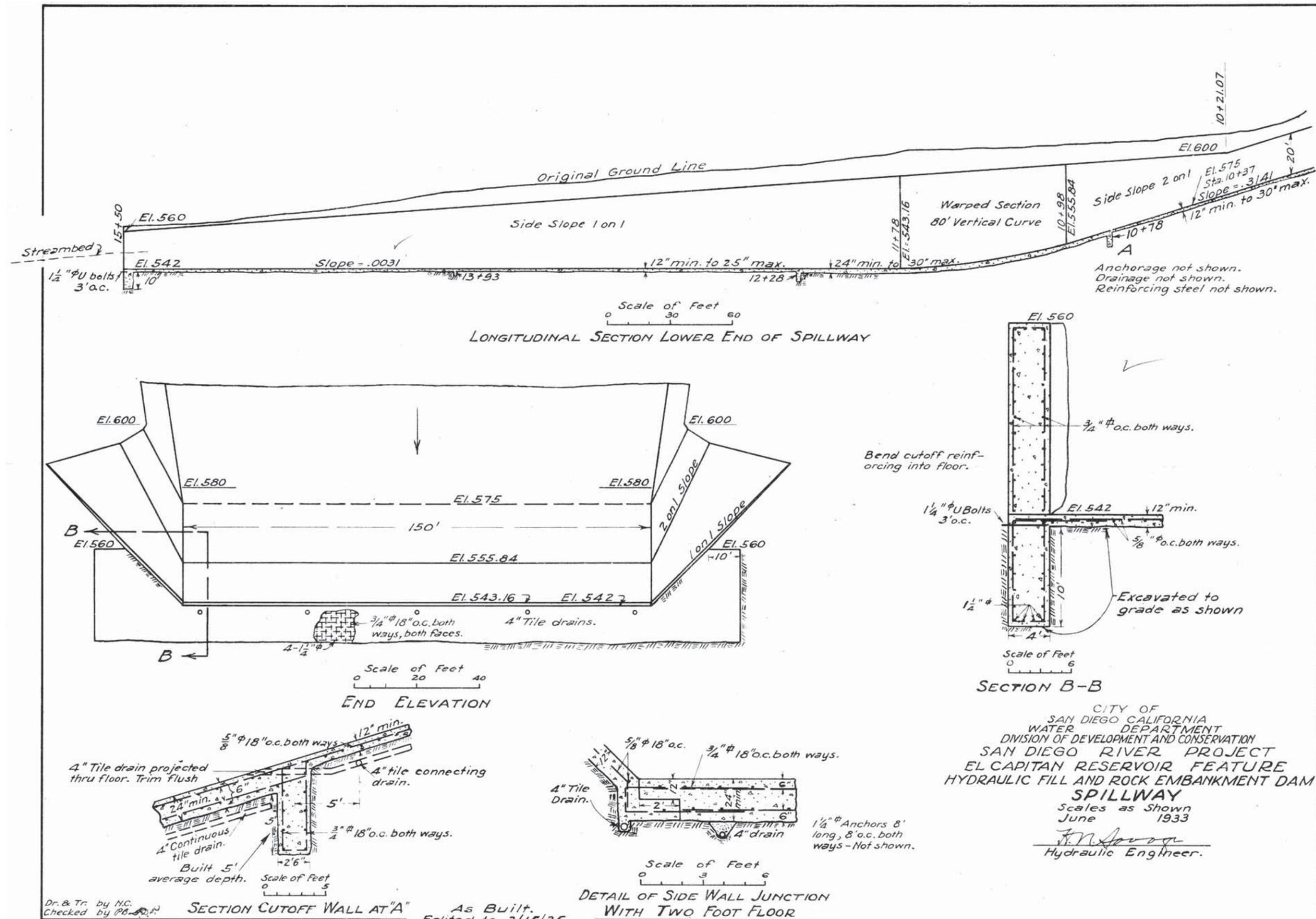
Drawn by P.B.
Traced by N.C.
Checked by P.B.

CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY
Scale of Feet
0 6 12
March 1933
Hydraulic Engineer.

WD-450

FILE NO 2589.D2

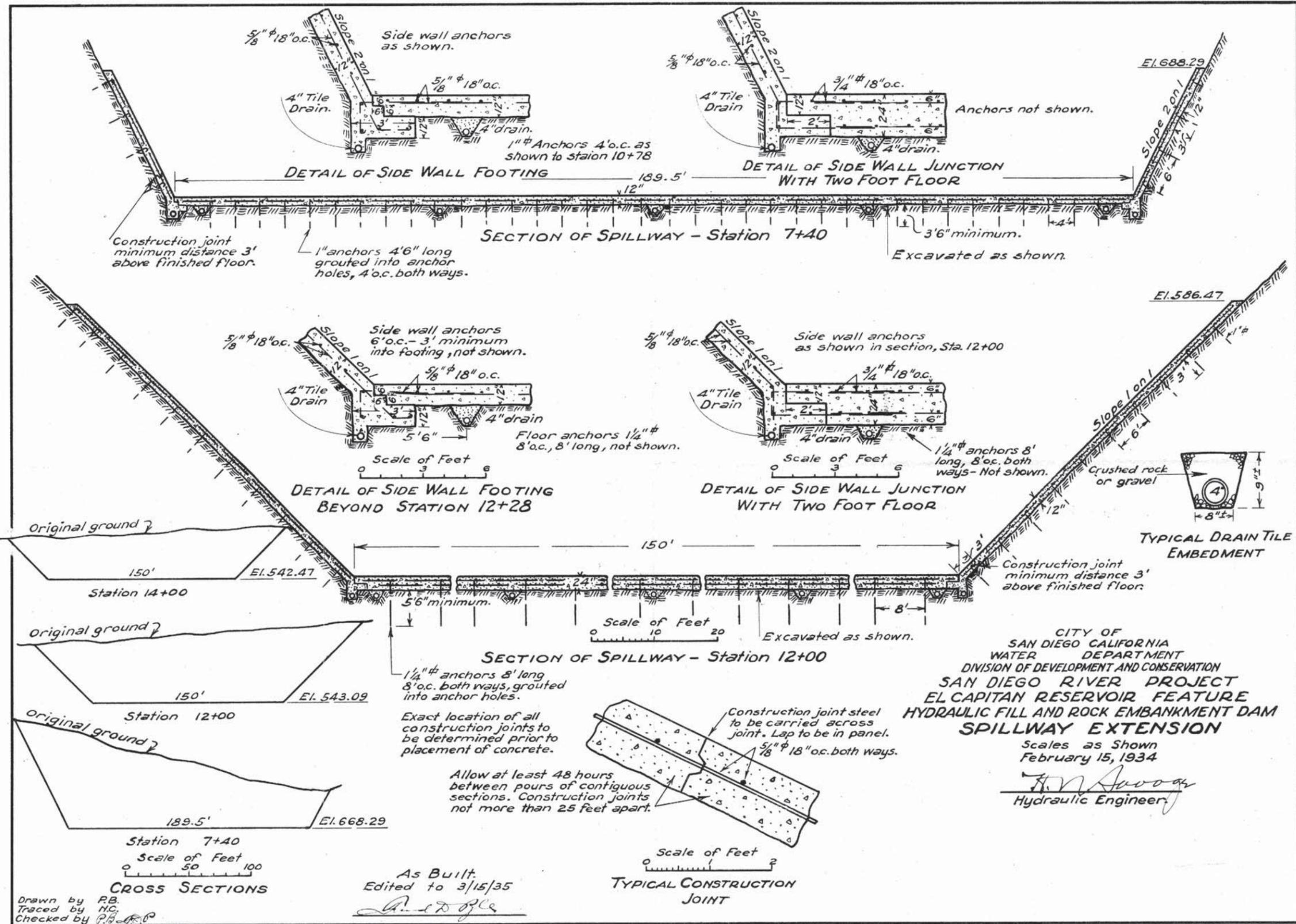
8-7



WD-460

FILE NO 2597, D2

Why not compare profiles:
one plan, 1 profile, + cross sections.
8-7



CITY OF
 SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 SPILLWAY EXTENSION
 Scales as Shown
 February 15, 1934
[Signature]
 Hydraulic Engineer

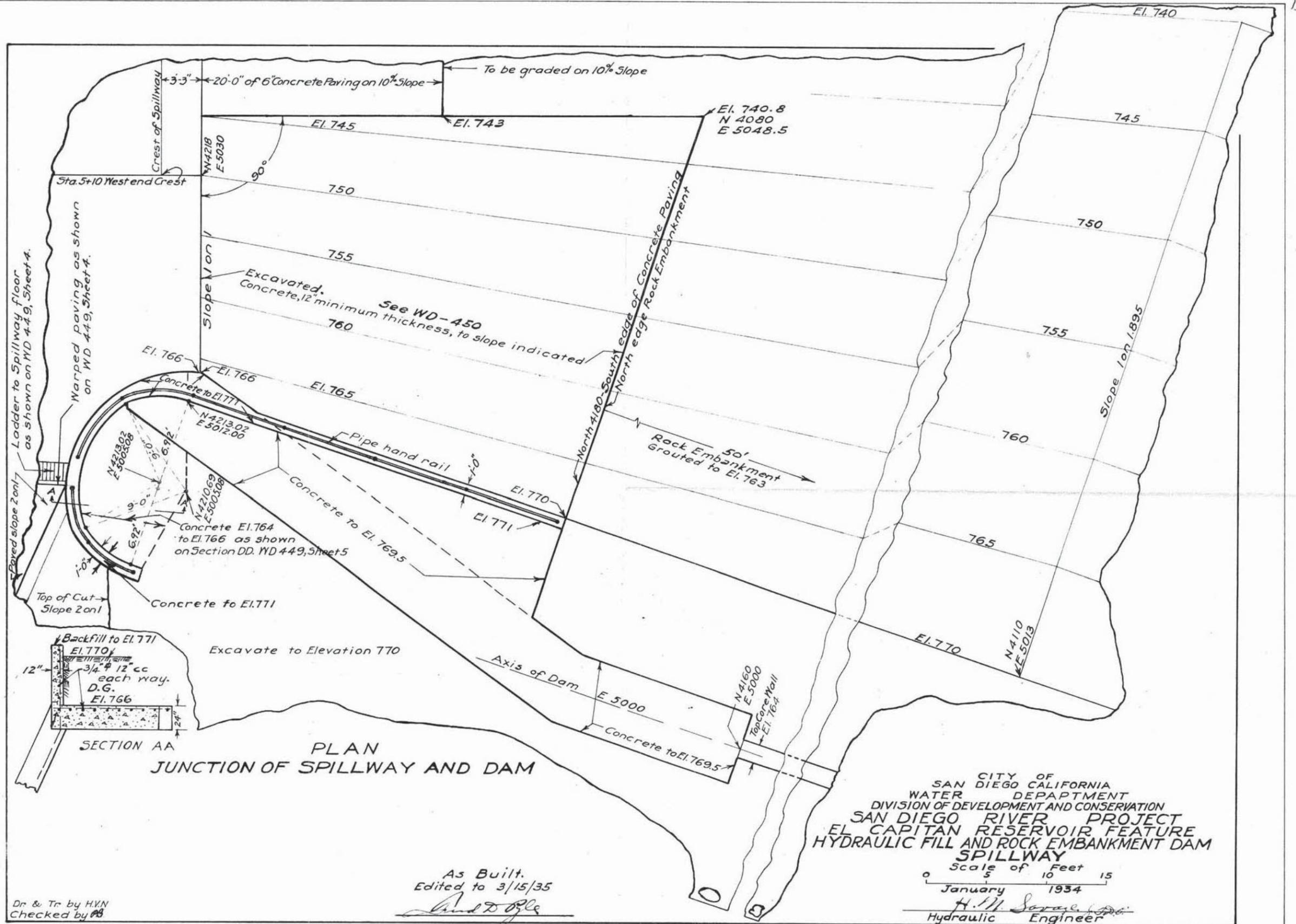
Drawn by P.B.
 Traced by H.C.
 Checked by P.B.

As Built.
 Edited to 3/15/35
[Signature]

WD-498

FILE NO 2628, D3

8-7



Dr. & Tr. by H.V.N.
Checked by *[Signature]*

As Built.
Edited to 3/15/35
[Signature]

SAN CITY OF CALIFORNIA
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY
Scale of Feet
0 5 10 15
January 1934
H. W. Savage
Hydraulic Engineer

WD-526

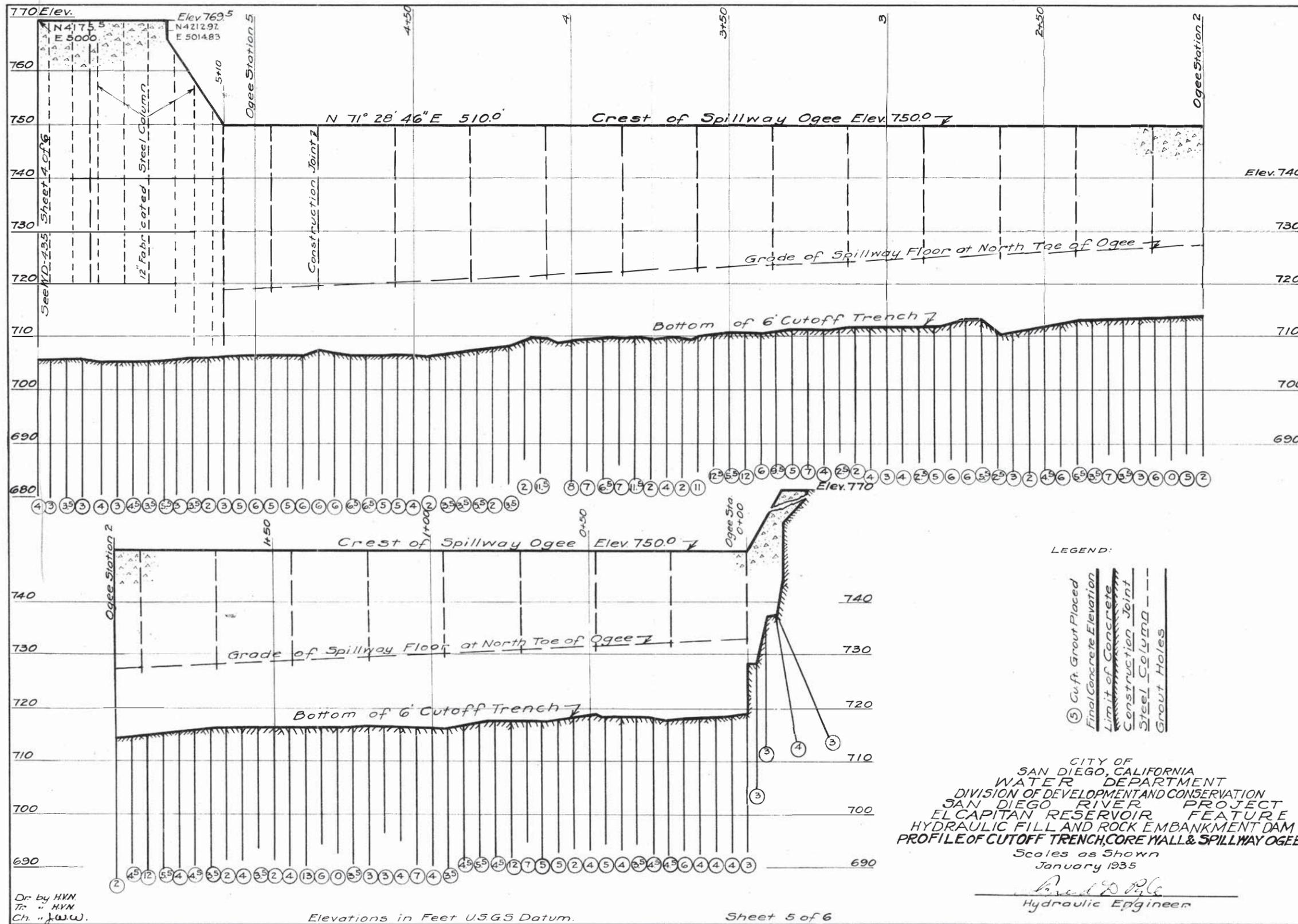
FILE N° 2677, D3

M. D.
1124 8462

#8-7 ③

DRAWING B-13

Page 22 of 32



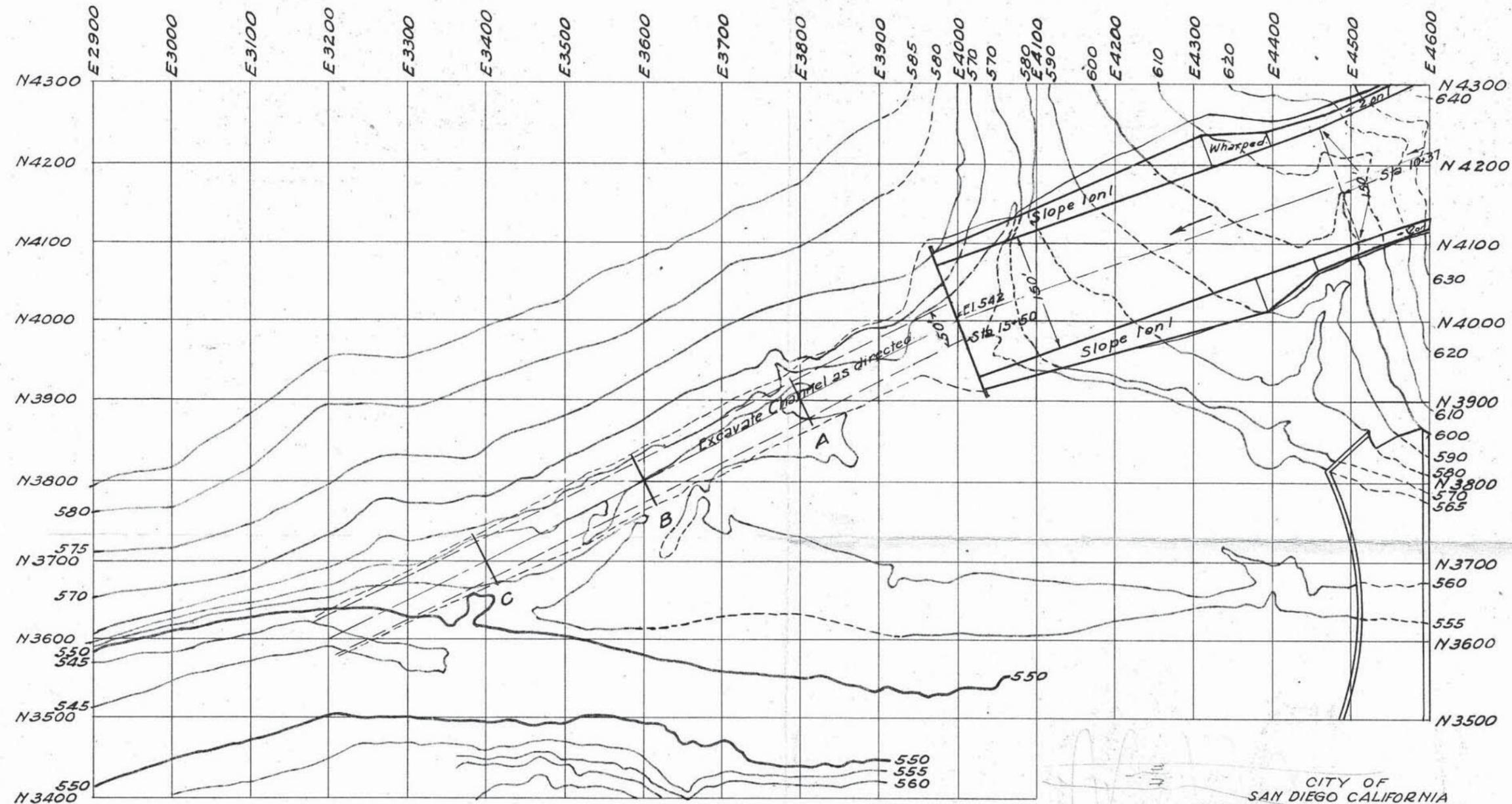
WD-435

FILE No 2574, D2

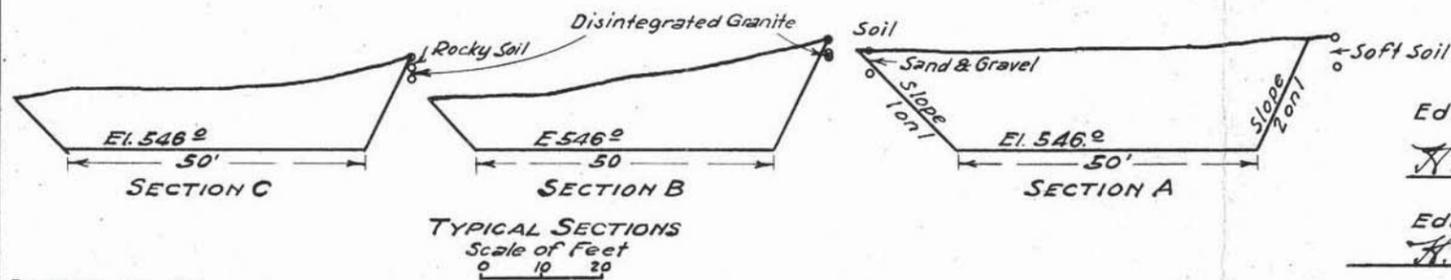
8-7

DRAWING B-14

Page 23 of 32



PLAN LOWER END



TYPICAL SECTIONS
Scale of Feet
0 10 20

Dr. & Tr. by N.C.
Checked by P.B. - J.P.

CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
EL CAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY

Scale as Shown
March 1933

H.N. Savage
Hydraulic Engineer

Edited to 6-15-33

H.N. Savage

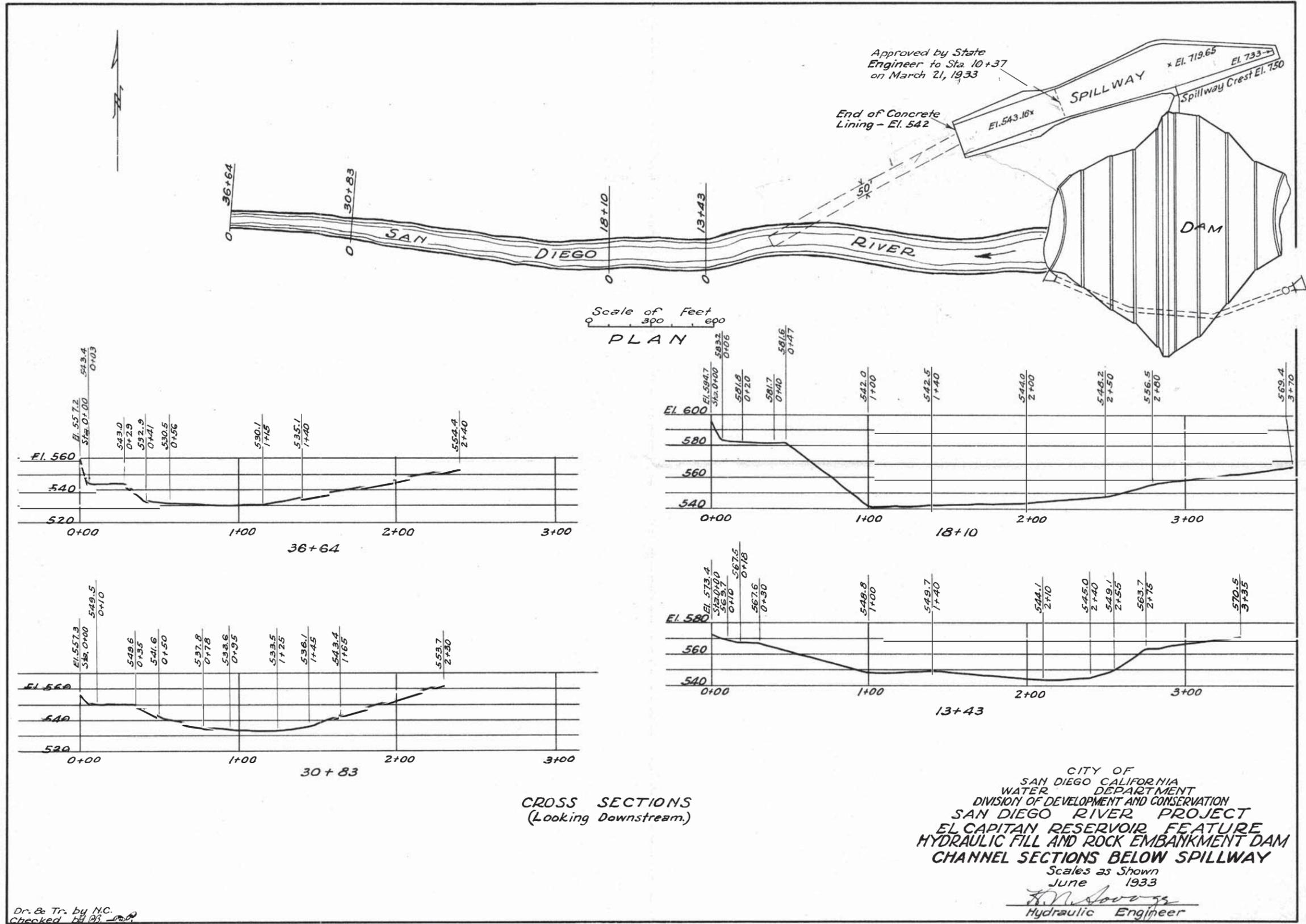
Edited to 5-8-34

H.N. Savage

8-7

WD-454

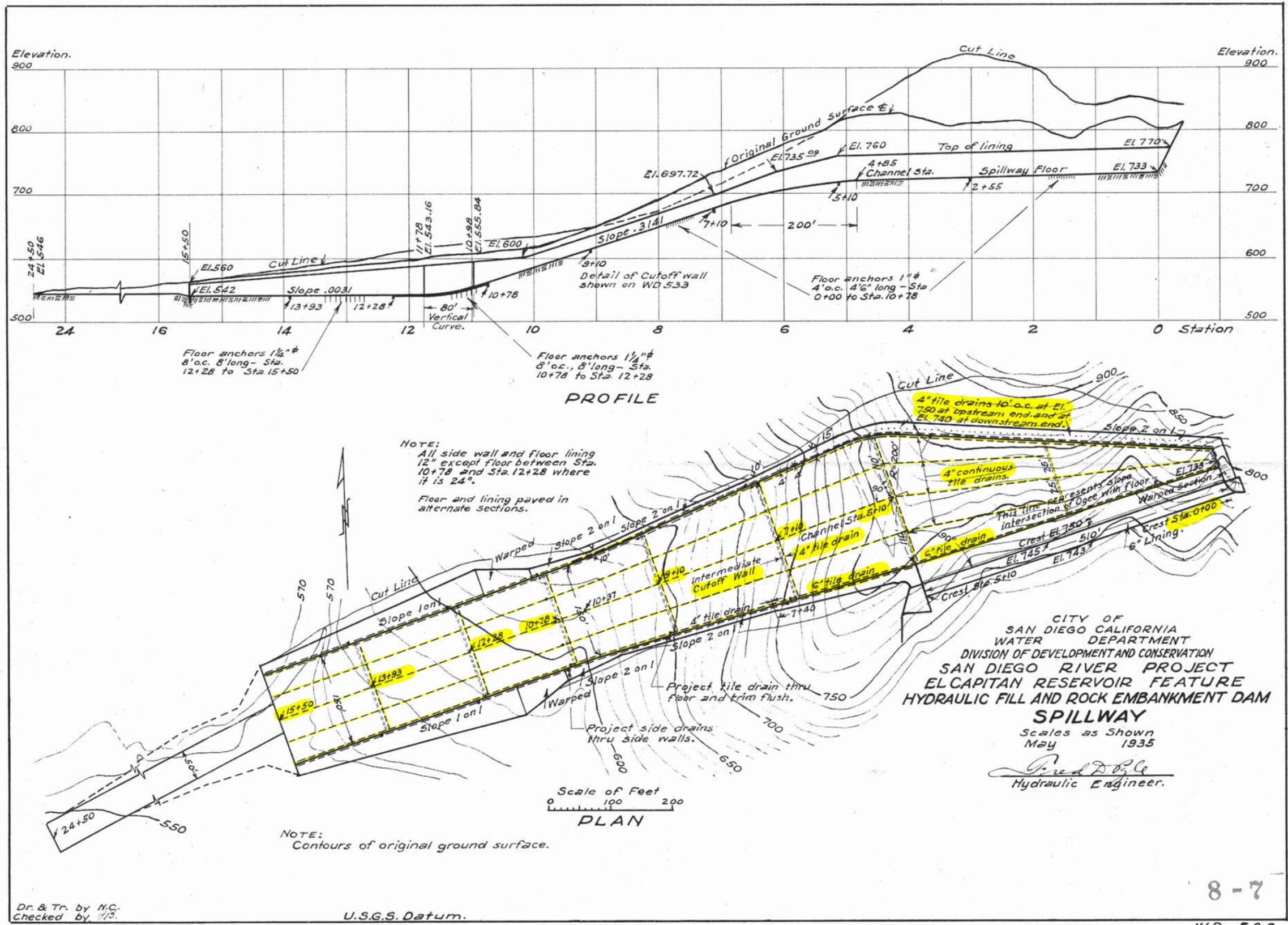
FILE NO 2592, D2



WD-461

FILE No 2598, D2

8-7



Dr. & Tr. by M.C.
Checked by W.B.

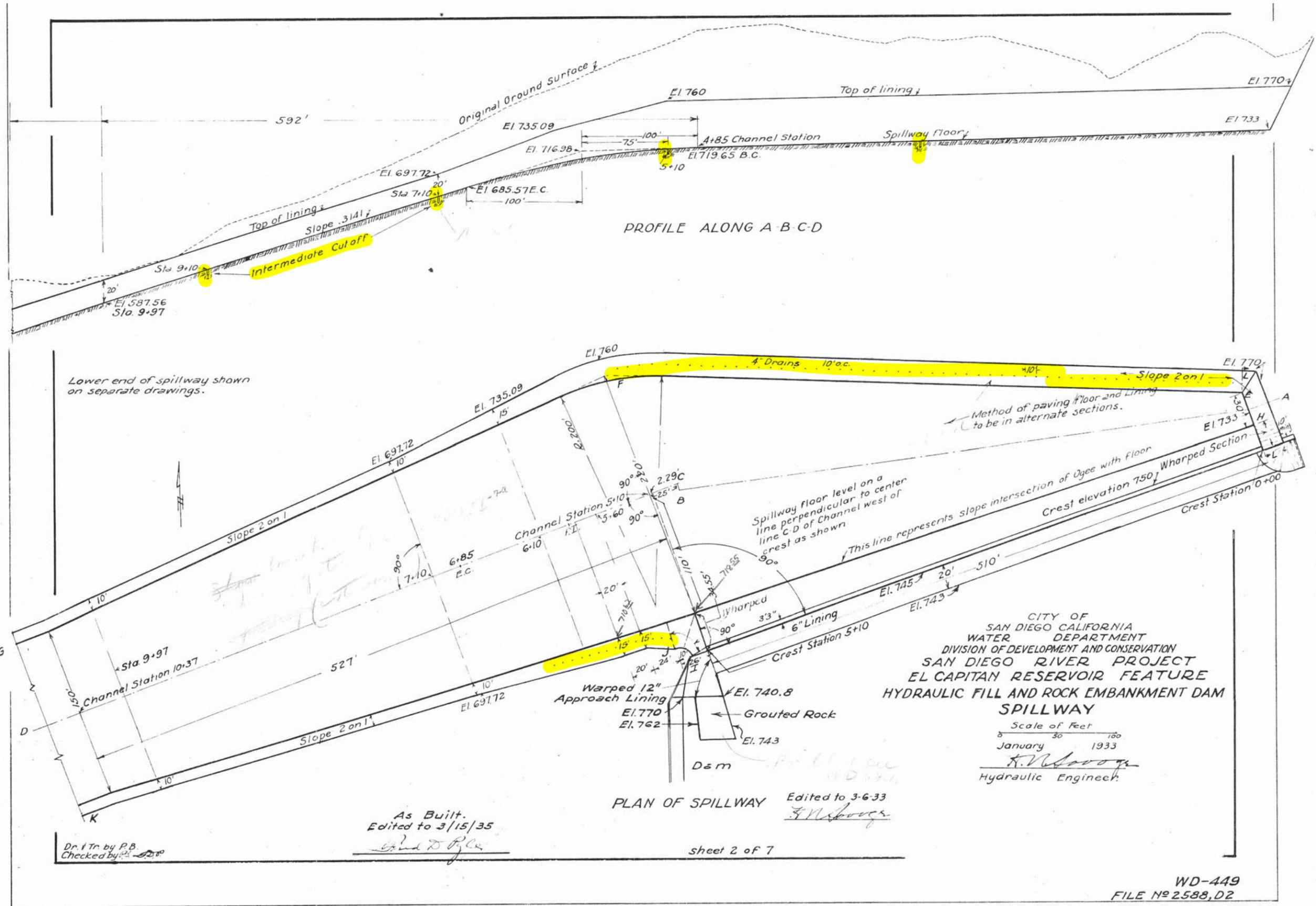
U.S.G.S. Datum.

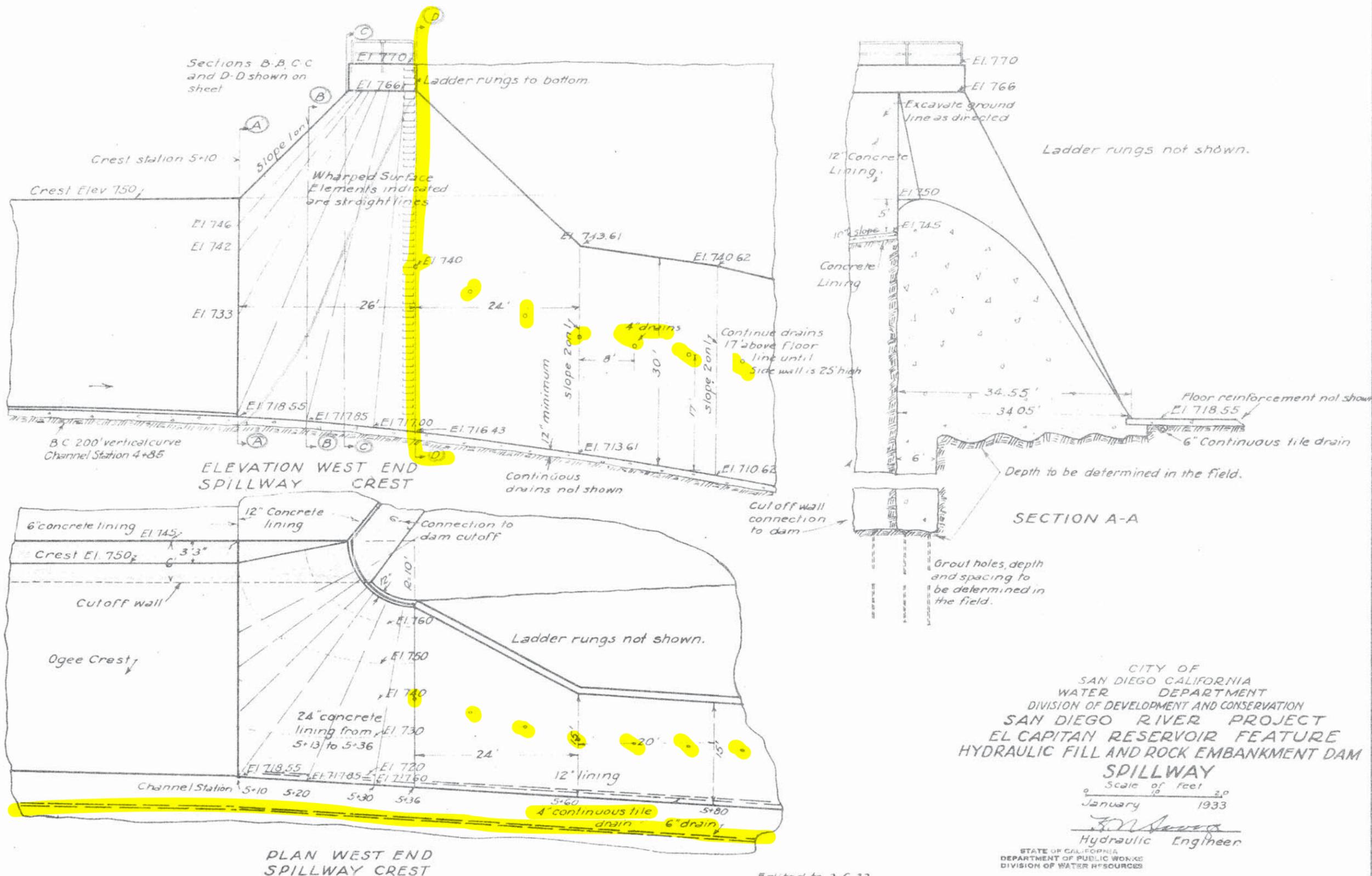
CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
ELCAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY
Scales as Shown
May 1935
Frederic D. Boyle
Hydraulic Engineer.

8-7

WD-532

FILE NO 2696, D3





CITY OF
 SAN DIEGO CALIFORNIA
 WATER DEPARTMENT
 DIVISION OF DEVELOPMENT AND CONSERVATION
 SAN DIEGO RIVER PROJECT
 EL CAPITAN RESERVOIR FEATURE
 HYDRAULIC FILL AND ROCK EMBANKMENT DAM
 SPILLWAY

Scale of feet 2" = 10'
 January 1933
F. M. George
 Hydraulic Engineer

STATE OF CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS
 DIVISION OF WATER RESOURCES

APPLICATION NO. 8-7
 APPROVED AS TO SAFETY

Edward S. ...
 STATE ENGINEER

Drawn by P.B.
 Checked by P.B.

Edited to 3-6-33
F. M. George

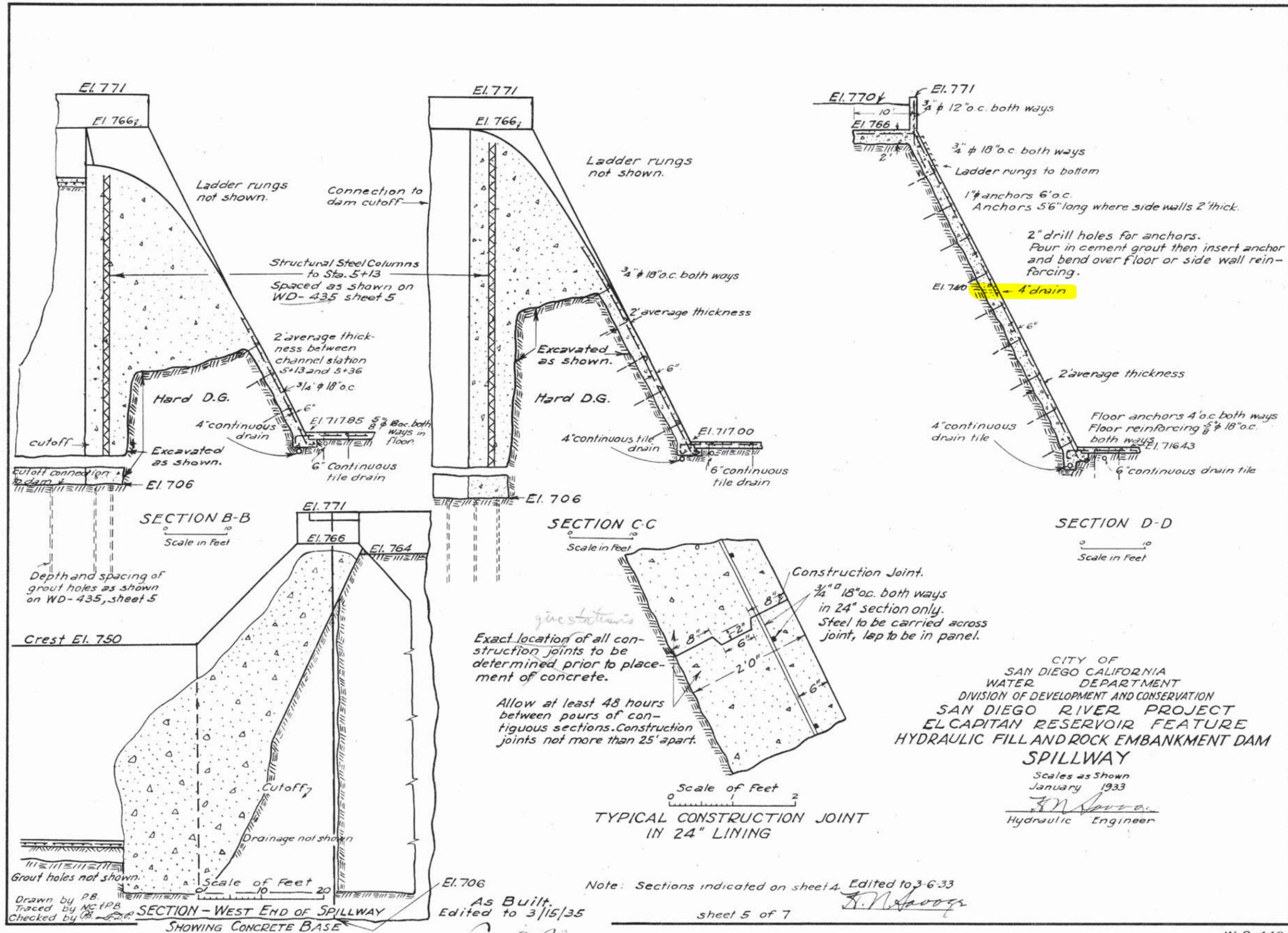
sheet 4 of 7

3-21-33

8-7

WD 449

DRAWING B-7
 Page 29 of 32



Drawn by P.B.
Traced by N.C.P.B.
Checked by U.B.

SECTION - WEST END OF SPILLWAY
SHOWING CONCRETE BASE

As Built
Edited to 3/15/35

Note: Sections indicated on sheet 4. Edited to 3-6-33

sheet 5 of 7

CITY OF
SAN DIEGO CALIFORNIA
WATER DEPARTMENT
DIVISION OF DEVELOPMENT AND CONSERVATION
SAN DIEGO RIVER PROJECT
ELCAPITAN RESERVOIR FEATURE
HYDRAULIC FILL AND ROCK EMBANKMENT DAM
SPILLWAY

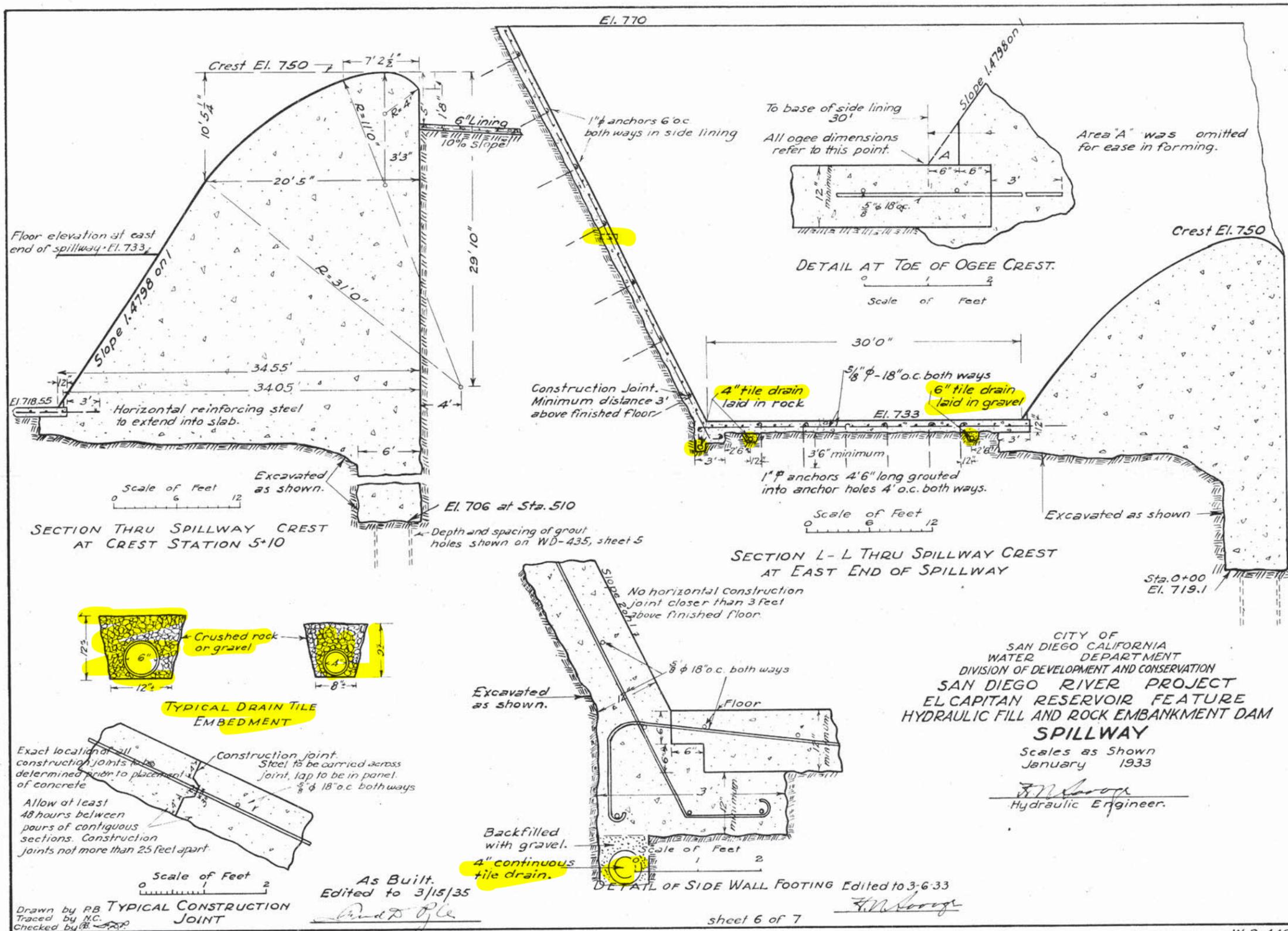
Scales as Shown
January 1933
Hydraulic Engineer

W.D. 449

FILE No 2588.D2

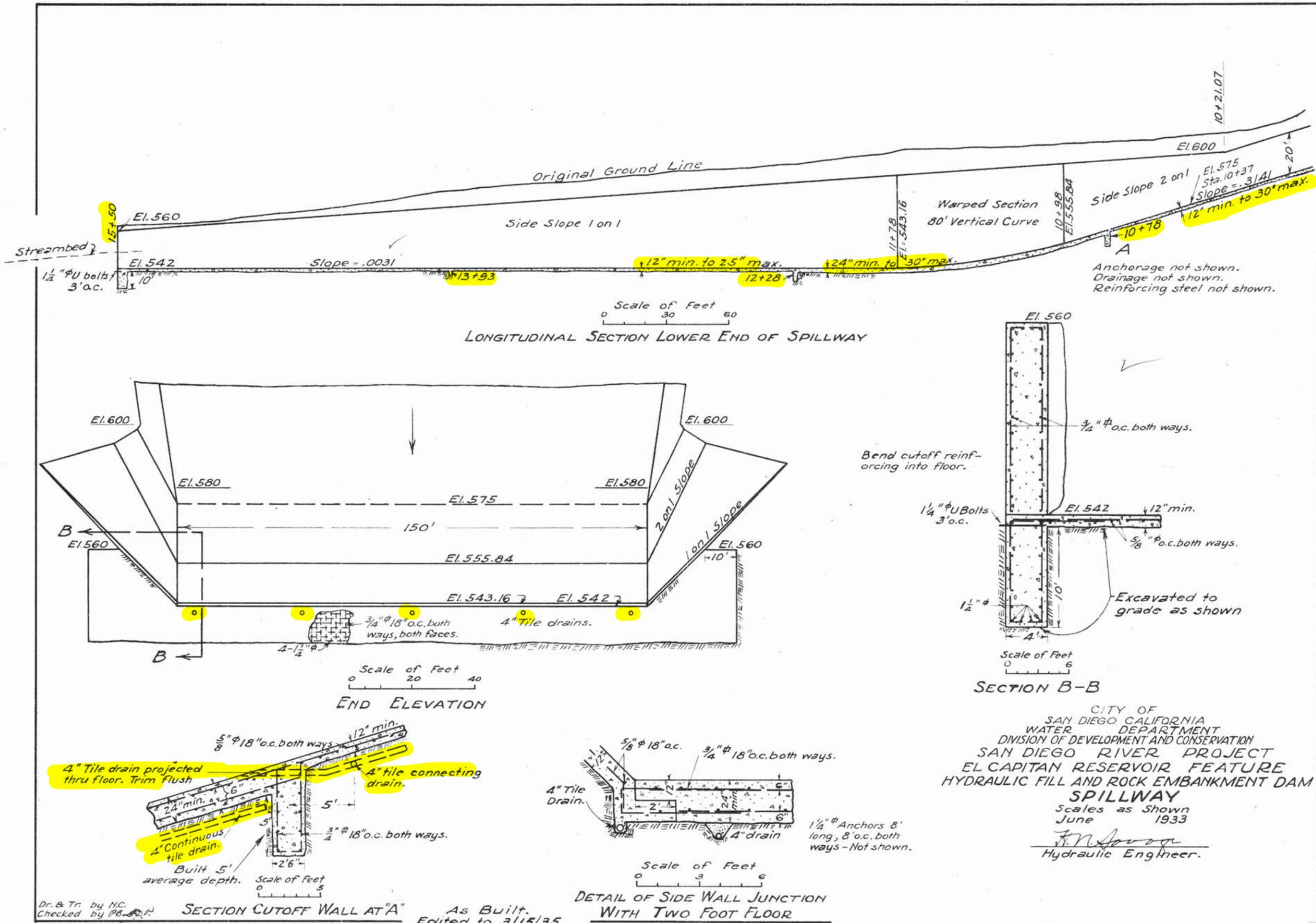
8-7

DRAWING B-8
Page 30 of 32



FILE NO 2588, D2

8-7



WD-460

FILE No 2597, D2

Why not compare profiles:
one plan, 1 profile + cross sections.
8-7

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *May 1, 2023*
San Diego, California

RA/AJ/yk

City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM D



FOR

EL CAPITAN DAM SPILLWAY NEAR – TERM REPAIR

BID NO.:	<u>K-23-2126-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>11004710</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>N/A</u>
PROJECT TYPE:	<u>HB</u>

BID DUE DATE:

**2:00 PM
MAY 15, 2023**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

- Q1. Drawing S-18 shows a 12,000 SF staging area at the north end of the dam and south of the spillway. Addendum B, Question 3 asked if there were any load restrictions on the road that crosses the top of the dam. The City's answer was that passenger cars and trucks had been used in the past on the road across the dam but that heavy equipment was not recommended. Addendum B, Question 9 asked if access would be allowed via El Cajon Mountain Truck Trail and/or Forest Rte 13S10 to the downstream side of the dam. The City's answer stated that access may be difficult using those roads due to fully grown trees/vegetation and a bridge that would affect access but did not specifically prohibit use of these roads. It will be necessary to use heavy equipment (cranes) in the staging area to lower equipment and materials into the spillway for repairs. If we are not permitted to drive across the dam with heavy equipment the alternative is to use the El Cajon Mountain Truck Trail/Forest Rte 13S10 to drive heavy equipment to the smaller staging area on the north side of the spillway. If we use this route, we will trim or clear any trees/vegetation next to the roads and will reinforce the bridge with steel plates to allow access. Are there any environmental restrictions that would prohibit us from trimming or clearing the trees/vegetation next to these roads? Please confirm that we may use the El Cajon Mountain Truck Trail/Forest Rte 13S10 road for access if we include the costs to make these roads passable in our bid price.
- A1. The referenced road is on US Forest Service Land, and USFS is open to permitting the work. The contractor will need to apply for a temporary use permit for the road from the Forest Service before construction starts. Any trimming and clearing of vegetation for access would also need to be reviewed by the City environmental team to ensure it complies with the exemption that was issued for this project.
- Q2. Drawing S-4 shows that there are several boulders on the floor of the spillway spaced across panels 90-1, 91-1, 92-1 and 93-1. Removal of

boulders is not listed in the Scope of Work on page 26 of the Solicitation. Please confirm that removal of these boulders is not in the scope of this contract.

A2. The referenced boulders removal is not in the scope of this contract.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *May 3, 2023*
San Diego, California

RA/AJ/yk

Bid Results

Bidder Details

Vendor Name Orion Construction Corporation
Address 2185 La Mirada Drive
 Vista, California 92081
 United States
Respondee Rob Wilson
Respondee Title Vice President
Phone 760-597-9660
Email rob@orionconstruction.com
Vendor Type CADIR
License # 549309
CADIR PW-LR-1000863563

Bid Detail

Bid Format Electronic
Submitted 05/15/2023 11:39 AM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 330309

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS_SIGNED.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS_SIGNED.pdf	Contractor's Certification of Pending Actions
Mandatory Disclosure of Business Interests Form_SIGNED.pdf	Mandatory Disclosure of Business Interests Form_SIGNED.pdf	Mandatory Disclosure of Business Interests Form
DEBARMENT AND SUSPENSION CERTIFICATION - PRIME CONTRACTOR_SIGNED.pdf	DEBARMENT AND SUSPENSION CERTIFICATION - PRIME CONTRACTOR_SIGNED.pdf	Prime - Debarment and Suspension Certification
DEBARMENT AND SUSPENSION CERTIFICATION - SUBCONTRACTORS,SUPPLIERS,MFGRS_SIGNED.pdf	DEBARMENT AND SUSPENSION CERTIFICATION - SUBCONTRACTORS,SUPPLIERS,MFGRS_SIGNED.pdf	Subcontractor - Debarment and Suspension Certification
Bid Bond Request - El Capitan Spillway Repair-Fully Executed.pdf	Bid Bond Request - El Capitan Spillway Repair-Fully Executed.pdf	Bid Bond

Subcontractors

Showing 3 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Leopold Biological Services 11160 Portobelo Drive San Diego, California 92124	Biological Services Consulting Services - ELBE - Consultant	N/A	1000021556	\$\$6,198.00	DBE, WBE, SDB, FEM, WOSB, CAU, Local
NOVA Services, Inc. DVBE/SLBE 4373 Viewridge Ave Suite B San Diego, California 92123	Testing and Special Inspection - SLBE - Consultant	N/A	1000007909	\$\$108,000.00	DVBE, CADIR, SLBE, SDVSB, Local
Solid Structures, Inc. P.O.Box 848 La Mesa, California 91944	Portions of Concrete Spall Repair - ELBE - Constructor	758791	1000015100	\$\$545,725.00	ELBE, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$4,872,000.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$40,000.00	\$40,000.00	Yes	
2	236220		Permits (EOC Type I)	AL	1	\$5,000.00	\$5,000.00	Yes	
3	237990		Construction of El Capitan Dam Spillway Repair	LS	1	\$3,800,000.00	\$3,800,000.00	Yes	
4	237990		Mobilization	LS	1	\$125,000.00	\$125,000.00	Yes	
5			Field Orders (EOC Type II)	AL	1	\$800,000.00	\$800,000.00	Yes	
6	541330		WPCP Development	LS	1	\$2,000.00	\$2,000.00	Yes	
7	237310		WPCP Implementation	LS	1	\$100,000.00	\$100,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$4,872,000.00
Grand Total	\$4,872,000.00

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: Orion Construction Corporation

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

** USE ADDITIONAL FORMS AS NECESSARY **

From: [Rob Wilson](#)
To: [Riego, Rosa](#)
Subject: [EXTERNAL] FW: CoSD - El Capitan Dam Spillway Near-Term Repair Bid No. K-23-2126-DBB-3
Date: Tuesday, May 16, 2023 9:31:16 AM
Attachments: [Leopold ESTIMATE EL CAPITAN DAM APR 2023.pdf](#)
[LEOPOLD CAP STATE APR 2023.pdf](#)
[email DIR RESP LBS NO PREVAIL WAGE REQ FEB 19 2016.pdf](#)

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

Rosa,

In response to your question regarding the expired DIR number for Leopold Biological Services, below is the email from Christine Harvey explaining that they are exempt from DIR registration, and attached is correspondence from the DIR confirming this understanding. They used to have a DIR number which we listed on the bid form but it has expired and they did not renew since it is not required for their type of services.

Please let us know if you have any further questions regarding this matter.

Thank you.

Rob Wilson
Vice President
Orion Construction Corporation
Tel (760)597-9660
Cell (760)801-2893

From: Christine Harvey <charvey@leopoldbiological.com>
Sent: Wednesday, April 26, 2023 11:10 AM
To: Christine Harvey <charvey@leopoldbiological.com>
Subject: Re: CoSD - El Capitan Dam Spillway Near-Term Repair Bid No. K-23-2126-DBB-3

Gentlemen,

I'm writing to submit an estimate for the CoSD - El Capitan Dam Spillway Near-Term Repair, bid due May 3, 2023.

Due to the nature of our business, Leopold is not subject to prevailing wage. Thus, we are "exempt" and not required to register with DIR. Please enter zeros for Leopold's DIR

number when submitting the bid. This will indicate our DIR exemption status to the City.

Attached you will find the estimate, capabilities statement, and the DIR legal representative correspondence.

Please feel free to contact me with any questions, requests for documents, or if I can assist in any way.

Sincerely,

Christine Harvey, Principal/Consulting Biologist

Leopold Biological Services

PO Box 421222

San Diego, CA 92142-1222

Tel: (619) 249-2531

Fax: (858) 256-0871

charvey@leopoldbiological.com

www.leopoldbiological.com