

# City of San Diego

**CONTRACTOR'S NAME:** Orion Construction Corporation  
**ADDRESS:** 2185 La Mirada Drive, Vista, CA 92081  
**TELEPHONE NO.:** (760) 597-9660 **FAX NO.:**  
**CITY CONTACT:** Juan E. Espindola, Senior Contract Specialist, Email: [JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)  
Phone No. (619) 533-4491  
J. Pan / A. Jaro / N. Alkuree

## BIDDING DOCUMENTS



**FOR**

## MORENA DAM SPILLWAY NEAR-TERM REPAIR

**BID NO.:** K-23-2133-DBB-3  
**SAP NO. (WBS/IO/CC):** 11004714  
**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**  
**MARCH 29, 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

\_\_\_\_\_  
01/25/2023  
Date

Seal:



  
\_\_\_\_\_  
2) For City Engineer

\_\_\_\_\_  
1-30-2023  
Date

Seal:



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## 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 & Mfgs	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"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	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
11.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER



ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Contractor Experience Reference Form	14 calendar days prior to bid opening	ALL BIDDERS

## NOTICE INVITING BIDS

- 1. TWO PHASE PRE-QUALIFICATION:** This project requires a Phase II Prequalification demonstrating experience on similar projects. Please refer to the Phase II Prequalification submittal requirements and materials ("CONTRACTOR EXPERIENCE REFERENCE FORM") in **Section 11** below and 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 submittal electronically to Juan E. Espindola at [JEEspindola@sandiego.gov](mailto:JEEspindola@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 Juan E. Espindola at [JEEspindola@sandiego.gov](mailto:JEEspindola@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 **Morena 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 **\$4,140,000**.
- 5. BID DUE DATE AND TIME ARE: March 29, 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), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation 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:

[JEEspindola@sandiego.gov](mailto:JEEspindola@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

### Morena 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.

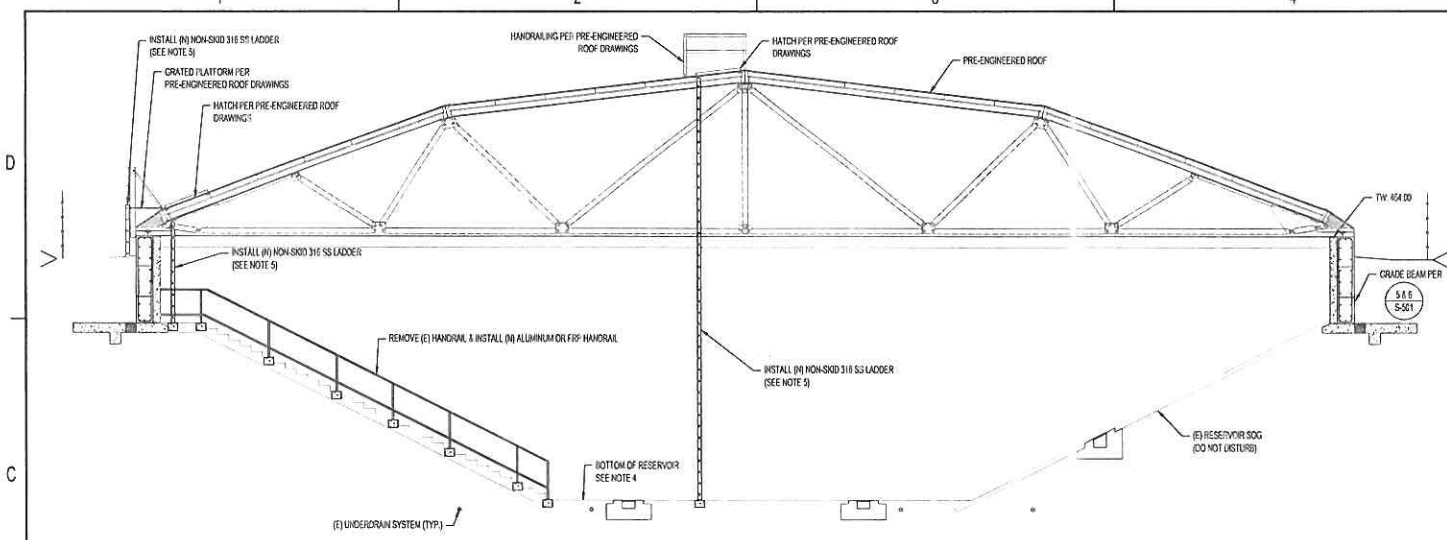
Please explain in **detail** how the Project presents qualifying experiences for the types of work in **Sections 11.1 and 11.2** under **Contractor Experience**. Please provide supporting exhibits to demonstrate scope of work performed.

**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:** GHD  
**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):** \$4,018,919.00  
**Scheduled Completion Date:** May 24, 2021  
**Actual Completion Date:** August 12, 2021  
**Extension Time Created (Number of Days):** 80

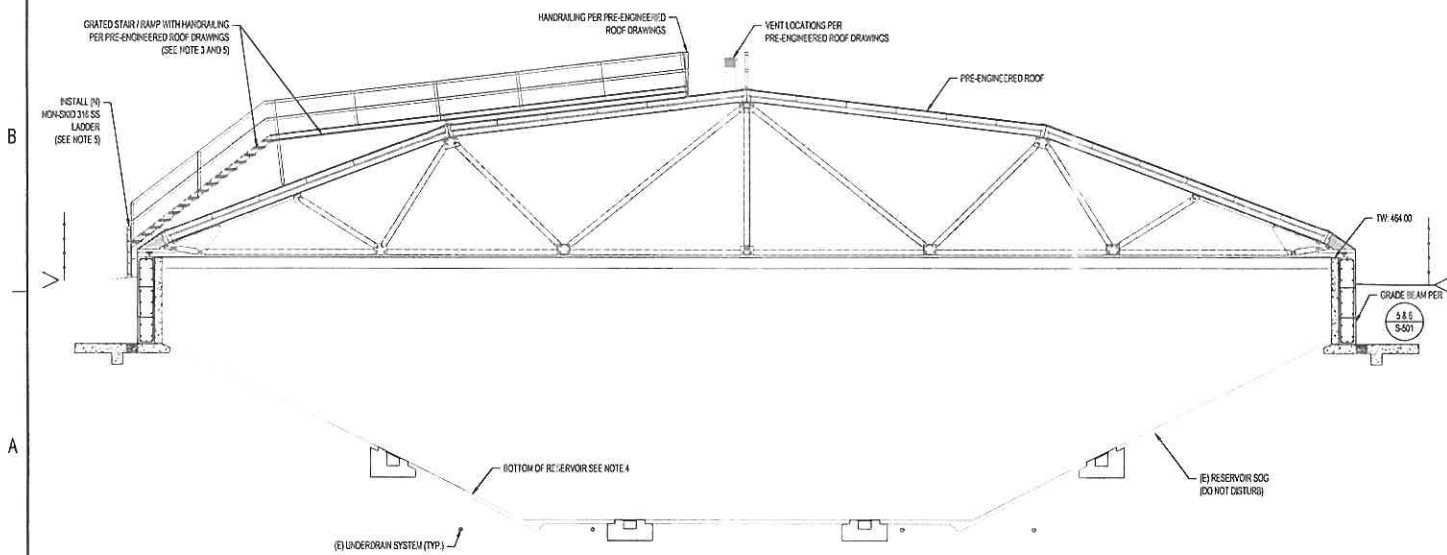
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UNCLASSIFIED  
3

- GENERAL NOTES:**
1. SEE SHEET S-011 & S-002 FOR ABBREVIATIONS, SYMBOLS AND NOTES.
  2. INTERIOR ELEVATIONS ARE INDICATIVE.
  3. PRE-ENGINEERED ROOF COVER, LADDERS, STAIRS, WALKWAY AND ASSOCIATED DETAILS AS PER MANUFACTURER'S DETAILS.
  4. SLAB CRACK REPAIR AND LINER DETAILS SHOWN ON SHEET S-011
  5. ROOF, LADDER, STAIRS, AND WALKWAY SHOP DRAWINGS TO BE SUBMITTED TO EOR FOR APPROVAL PRIOR TO FABRICATION.
  6. LADDERS OVER 20'-0" IN HEIGHT SHALL HAVE CAGE PER OSHA STANDARDS & REGULATION.



**SECTION A**  
Scale: 3/16" = 1'-0"



**SECTION B**  
Scale: 3/16" = 1'-0"

UNCLASSIFIED	
PROJECT NO: 133018830 SHEET NO: S-301 SHEET TITLE: PE 126M REPLACE ROOF RESERVOIR S1772 REMAINDER PACKAGE RESERVOIR IMPROVEMENT SECTIONS & DETAILS	
DATE: 03/20/2018	BY: JG/SK/ML
DATE: 03/20/2018	BY: JG/SK/ML
PROJECT NO: 133018830	SHEET NO: S-301
S-301	

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**CONTRACTOR EXPERIENCE REFERENCE FORM**

**Morena 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 wet side 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

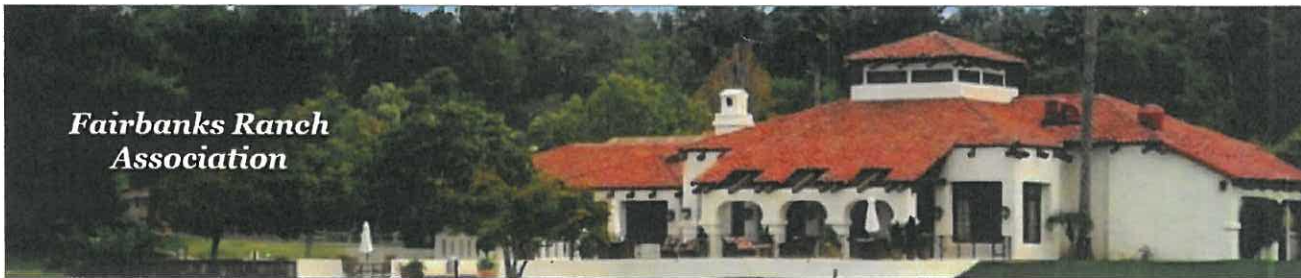
**Total Value of Construction (Including change orders):** \$192,000

**Scheduled Completion Date:** 12/10/18

**Actual Completion Date:** 12/31/18

**Extension Time Created (Number of Days):** 21

Fairbanks Ranch  
Association

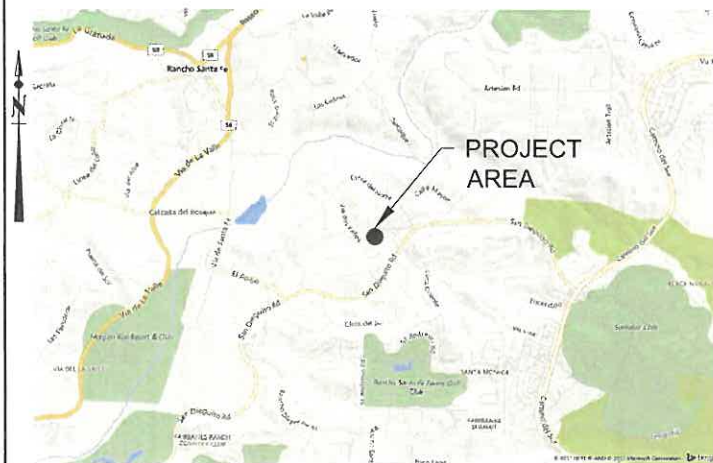


# CLUBHOUSE LAKE RESERVOIR AND WATER SYSTEM IMPROVEMENTS

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 TOLL FREE  
1-800-227-2600  
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS				
MARK	DATE	INITIAL	DESCRIPTION	DATE APPROVED

PLANS PREPARED BY  
**BRADY**  
3710 Rufin Road  
San Diego, California 92123  
P:858.496.9500 F:858.495.0505



DRAWN BY: CIDM  
DESIGNED BY: RCH  
CHECKED BY: RCH  
RECOMMENDED BY:

REVIEWED BY FRHOA	
DEPARTMENT	INITIAL DATE

APPROVED BY:  
FAIRBANKS RANCH HOA PRESIDENT  
RECOMMENDED BY:  
STEVE CHARLTON - FRHOA ENGINEERING MANAGER

FAIRBANKS RANCH HOA CLUBHOUSE LAKE RESERVOIR AND WATER SYSTEM IMPROVEMENTS TITLE AND INDEX SHEET	G-1 SHEET 1 OF 7 SHEETS FILE NO FRA_G1.dwg
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# FAIRBANKS RANCH ASSOCIATION GENERAL NOTES

- ALL MATERIALS SHALL CONFORM TO THE LATEST REVISION OF AWWA STANDARDS.
  - CONTRACTOR SHALL EXPOSE ALL JOINT / CONNECTION POINTS TO THE EXISTING WATER SYSTEM FOR VERIFICATION OF LOCATION, PIPE MATERIAL, ELEVATION AND DIAMETER BEFORE CONSTRUCTION.
  - WORK SHOWN OR INDICATED ON THESE PLANS, OR CALLED FOR IN THE SPECIFICATIONS, BUT NOT INCLUDED AS PAY QUANTITY ITEMS, SHALL BE CONSIDERED INCIDENTAL WORK - COST OF WHICH SHALL BE INCLUDED IN THE CONTRACTOR'S BID FOR PAY QUANTITY ITEMS.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, FENCES, STRUCTURES, TREES, LANDSCAPING, AND IRRIGATION SYSTEMS, AS A RESULT OF HIS OPERATIONS. AND WILL BE REQUIRED TO REPAIR OR REPLACE SAME TO THE SATISFACTION OF FAIRBANKS RANCH ASSOCIATION.
  - THE CONTRACTOR SHALL HAVE COPIES OF THE PLANS AND SPECIFICATIONS FOR THIS PROJECT ON THE SITE AT ALL TIMES, AND SHALL BE FAMILIAR WITH ALL APPLICABLE STANDARDS AND SPECIFICATIONS.
  - THE CONTRACTOR SHALL CONDUCT CONSTRUCTION OPERATIONS IN SUCH A MANNER THAT STORM OR OTHER WATERS MAY PROCEED UNINTERRUPTED ALONG THE STREETS OR DRAINAGE COURSES.
  - CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN UNANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE.
    - SUCH "DISCHARGES" OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302.
    - MATERIALS WHICH MAY HAVE EFFECTS OF POLLUTION INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES, AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING, AND SUPERCHLORINATED POTABLE WATER LINE FLUSHINGS.
    - DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON SITE PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
- DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES THAT CONTRACTOR OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD, COORDINATE WITH THE COUNTY OF SAN DIEGO REPRESENTATIVES.
- TRAFFIC CONTROL DURING CONSTRUCTION SHALL CONFORM TO THE COUNTY OF SAN DIEGO TRAFFIC CONTROL STANDARD NOTES, THE SPECIAL PROVISIONS & W.A.T.C.H. HANDBOOK AND THE REQUIREMENTS OF THE CITY ENGINEER AND SHALL BE DESIGNED BY A CALIFORNIA REGISTERED CIVIL AND/OR TRAFFIC ENGINEER.
  - PROTECT ALL SURVEY MONUMENTS AND COUNTY OF SAN DIEGO SURVEY CONTROL POINTS. CONTRACTOR SHALL CONTACT THE COUNTY OF SAN DIEGO, PRIOR TO START OF ANY WORK TO VERIFY THAT ALL VERTICAL AND HORIZONTAL CONTROL POINTS & MONUMENTS HAVE BEEN TIED OUT.
 

**DUST CONTROL**  
THE CONTRACTOR SHALL MAINTAIN DUST CONTROL AT ALL TIMES.

## AS BUILT

CONTRACTOR SHALL MAINTAIN AND BE REQUIRED TO SUBMIT "AS BUILT" PLANS TO THE FAIRBANKS RANCH ASSOCIATION PRIOR TO RECEIVING FINAL INSPECTION AND APPROVAL. ALL "AS BUILT" CHANGES 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 FINAL "AS BUILT" PLANS SHALL BE SUBMITTED ON 24" X 36" MYLAR AND DIGITALLY IN AN AUTOCAD FORMAT.

THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONSTRUCTION CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE FAIRBANKS RANCH ASSOCIATION, ITS EMPLOYEES, ELECTED OFFICIALS AND AGENTS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT DISCREPANCIES IN PLANS AND/OR 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, CONTRACTOR HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, HOLD HARMLESS THE OWNER, ENGINEER (HEREINAFTER BRADY), THEIR PARENT AND SUBSIDIARY COMPANIES, AGENTS, EMPLOYEES, CONSULTANTS AND REPRESENTATIVES FOR ANY AND ALL DAMAGE TO PERSONS OR PROPERTY OR WRONGFUL DEATH REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF OWNER, ENGINEER, THEIR PARENT AND SUBSIDIARY COMPANIES AND THEIR AGENTS AND EMPLOYEES TO THE FULLEST EXTENT PERMITTED BY LAW. SUCH INDEMNIFICATION SHALL EXTEND TO ALL CLAIMS, DEMANDS, ACTIONS, OR LIABILITY FOR INJURIES, DEATH OR DAMAGES OCCURRING AFTER COMPLETION OF PROJECT, AS WELL AS DURING THE WORK'S PROGRESS. CONTRACTOR FURTHER AGREES THAT IT SHALL ACCOMPLISH THE ABOVE AT ITS OWN COST, EXPENSE AND RISK EXCLUSIVE OF AND REGARDLESS OF ANY APPLICABLE INSURANCE POLICY OR POSITION TAKEN BY ANY INSURANCE COMPANY COVERAGE.

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND BRADY, ITS EMPLOYEES, OFFICERS, OR AGENTS, HARMLESS AGAINST ANY AND ALL CLAIMS BY ANY PARTIES ARISING FROM, OR RELATED TO, ANY AND ALL DAMAGES, INCLUDING LEGAL COSTS AND ATTORNEY FEES, RESULTING FROM INTERFERENCE WITH, INTERRUPTION OF, DAMAGE TO, OR ANY AND ALL INJURIES WHICH RESULT FROM DAMAGE CAUSED TO SUBSURFACE INSTALLATIONS AS DEFINED IN GOVERNMENT CODE 4216.1 (4), WHICH IS UNFORESEEN AND DESPITE ENGINEER'S EFFORT DURING THE DESIGN PROCESS WAS NOT LOCATED, EXCEPTING ONLY THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF ENGINEER IN PROVIDING ITS SERVICES.

## DSOD INSPECTION REQUIREMENT

REPRESENTATIVES FROM DSOD WILL PERIODICALLY INSPECT THE WORK IN PROGRESS DURING CONSTRUCTION, INCLUDING THE MATERIALS BEING INCORPORATED INTO THE WORKS AS WELL AS THE TEST RESULTS AND DOCUMENTATION ASSOCIATED WITH THE PROJECT. THE CONTRACTOR SHALL ALLOW DSOD REPRESENTATIVES ACCESS TO ALL LOCATIONS WITHIN THE PROJECT BOUNDARIES. ALL COMMUNICATIONS WITH DSOD PERTAINING TO THE PROJECT SHALL BE COORDINATED THROUGH THE OWNER'S ENGINEER OR DESIGNATED REPRESENTATIVE. A 72-HOUR NOTICE FORM THE OWNER'S REPRESENTATIVE IS REQUIRED TO SCHEDULE A DSOD INSPECTION. THEREFORE, THE CONTRACTOR SHALL COOPERATE WITH THE OWNER'S REPRESENTATIVE BY GIVING AT LEAST 72-HOUR (BUSINESS DAYS) NOTICE OF ANY INSPECTION REQUIRING DSOD INVOLVEMENT TO INSURE THE OWNER HAS SUFFICIENT TIME TO COORDINATE WITH DSOD.

## 18-INCH OUTLET PIPE CONDITION ASSESSMENT

AS A FIRST ORDER OF WORK, CONTRACTOR SHALL PERFORM A CONDITION ASSESSMENT OF THE EXISTING 18-INCH PIPE THROUGH THE DAM. THE REMOTE CONTROLLED VEHICLE (RCV) SHALL BE CAPABLE OF UNDERWATER OPERATION AND RECORDING OF VISUAL INFORMATION AND PIPE MATERIAL CONDITION ASSESSMENT THROUGH THE PIPE FROM THE UPSTREAM DAM FACE TO THE FIRST CLOSED VALVE ON THE DOWNSTREAM DAM FACE. ENGINEER AND DSOD SHALL REVIEW THE INFORMATION AND DETERMINE IF THE 18-INCH PIPE IS TO BE SLIP-LINED WITH AN ACCEPTABLE MATERIAL. DETAIL C ON SHEET C-2 SHALL BE CONSTRUCTED IF SLIP-LINING IS REQUIRED.

CABLE PIPE & LEAK DETECTION (CPL) IN EL CAJON, CA 92021, (800) 450-5325, IS A POSSIBLE CONTRACTOR TO PERFORM THE INSPECTION WORK.

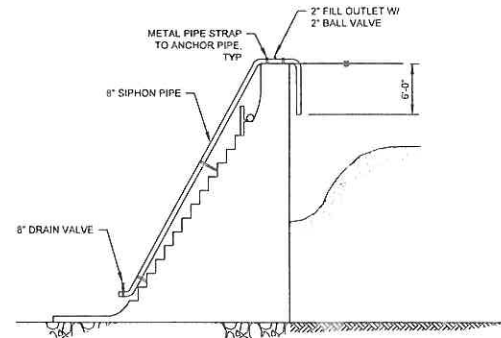
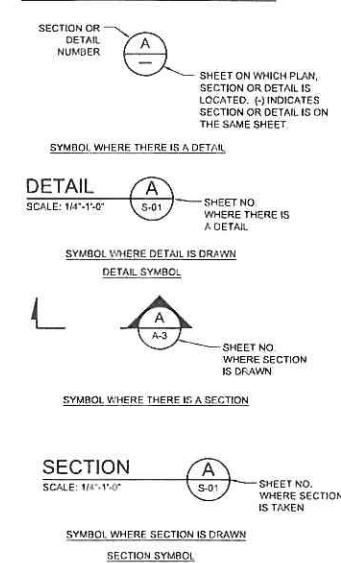
## ABBREVIATIONS

AWWA	AMERICAN WATER WORKS ASSOCIATION
CL	CENTER LINE
DIA	DIAMETER
EL EXIST	ELEVATION EXISTING
MAX MIN	MAXIMUM MINIMUM
NO.	NUMBER
OD	OUTSIDE DIAMETER, OUTER DIAMETER
SST	STAINLESS STEEL
TEMP TYP	TEMPORARY TYPICAL

## LEGEND

SYMBOL	FEATURE
	EDGE OF PAVEMENT
	BURIED ELECTRICAL CONDUIT/DUCT BANK
	EXISTING TREE OR BUSH
	EXISTING STRUCTURES
	EXISTING PAVEMENT OR CONCRETE
	PROPOSED PAVEMENT OR CONCRETE
	GRAVEL / COBBLE
	GROUND
	SEDIMENT
	METAL SCREEN
	EXISTING TO BE REMOVED
	EXISTING YARD PIPING
	PROPOSED YARD PIPING

## SECTION AND DETAIL KEY



SIPHON DETAIL

SCALE: NONE

UNDERGROUND SERVICE ALERT  
Call TOLL FREE  
1-800-227-2600  
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS				
MARK	DATE	INITIAL	DESCRIPTION	DATE

PLANS PREPARED BY  
**BRADY**  
3719 Ruffin Road  
San Diego, California 92123  
P: 658.4196 Q: 650.0 F: 658.4596.0605

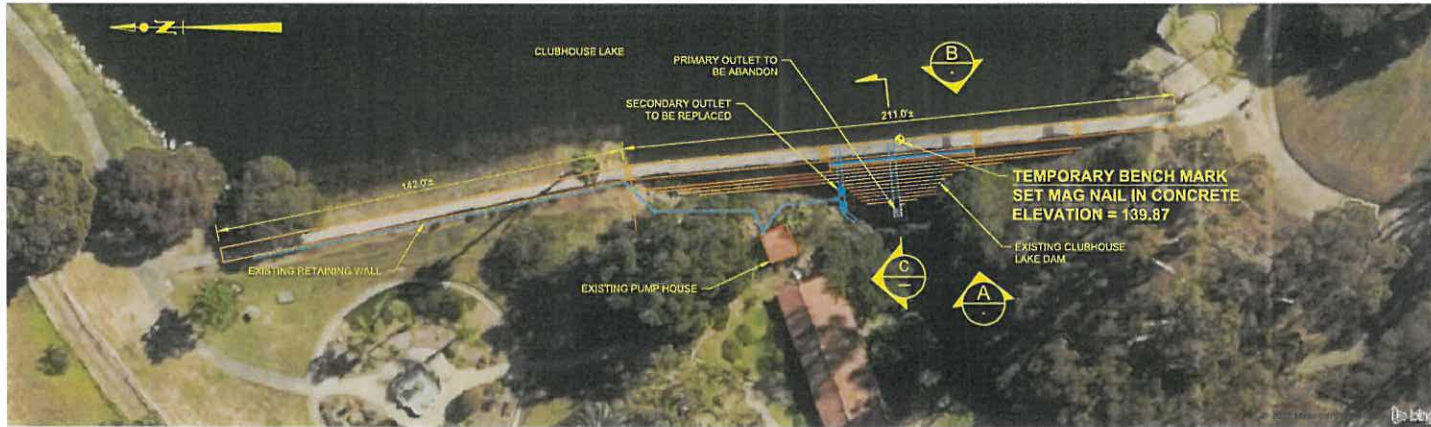
SEAL  
REGISTERED PROFESSIONAL ENGINEER  
No. 35175  
Exp. 06-30-18  
State of California  
1/18/18

DRAWN BY: GDM	REVIEWED BY: FRHOA	APPROVED BY:
DESIGNED BY: RCH	DEPARTMENT:	FAIRBANKS RANCH HOA PRESIDENT
CHECKED BY: RCH	INITIAL:	DATE:
RECOMMENDED BY:	DATE:	RECOMMENDED BY:

FAIRBANKS RANCH HOA PRESIDENT	DATE:
RECOMMENDED BY:	DATE:
STEVE CHARLTON - FRHOA ENGINEERING MANAGER	DATE:

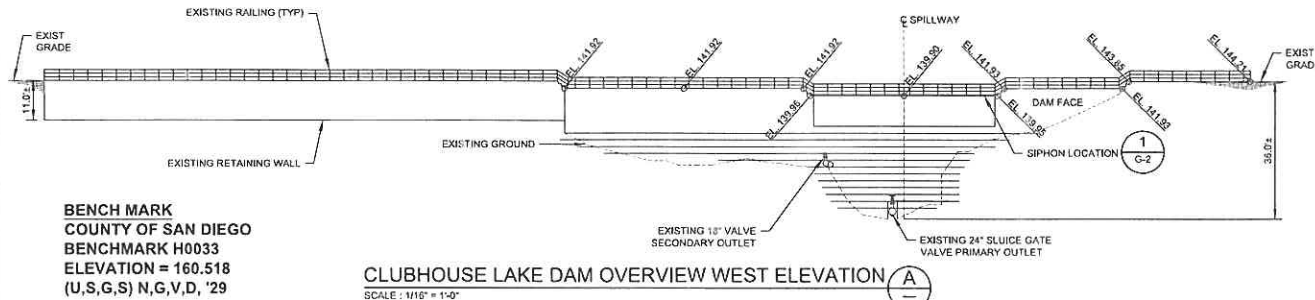
FAIRBANKS RANCH HOA  
CLUBHOUSE LAKE RESERVOIR AND WATER SYSTEM IMPROVEMENTS  
GENERAL NOTES

G-2  
SHEET 2  
OF 7 SHEETS  
FILE NO.  
FR-02.dwg  
FINAL BID SET



**CLUBHOUSE LAKE DAM OVERVIEW PLAN**

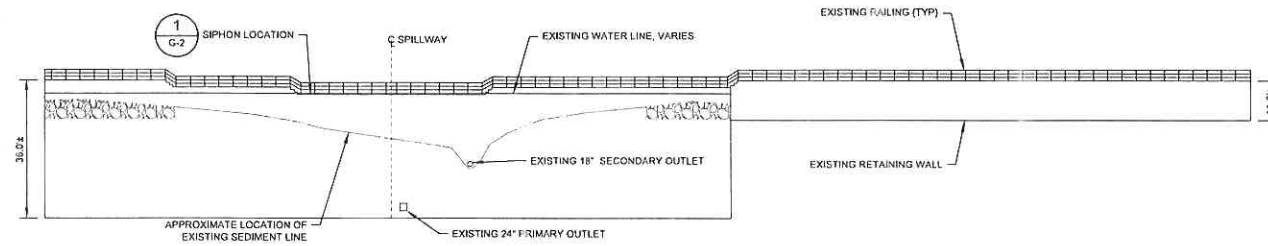
SCALE : 1" = 20'-0"



**CLUBHOUSE LAKE DAM OVERVIEW WEST ELEVATION**

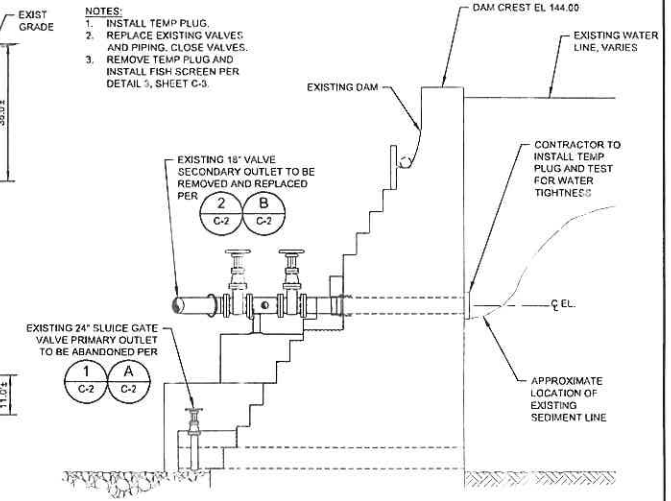
SCALE : 1/16" = 1'-0"

**BENCHMARK**  
 COUNTY OF SAN DIEGO  
 BENCHMARK H0033  
 ELEVATION = 160.518  
 (U,S,G,S) N,G,V,D, '29



**CLUBHOUSE LAKE DAM OVERVIEW EAST ELEVATION**

SCALE : 1/16" = 1'-0"



**CLUBHOUSE LAKE DAM OVERVIEW SECTION**

SCALE : 3/16" = 1'-0"

UNDERGROUND SERVICE ALERT



REVISIONS

MARK	DATE	INITIAL	DESCRIPTION	DATE	APPROV

PLANS PREPARED BY



DRAWN BY: JLR  
 DESIGNED BY: RCH  
 CHECKED BY: RCH  
 RECOMMENDED BY:

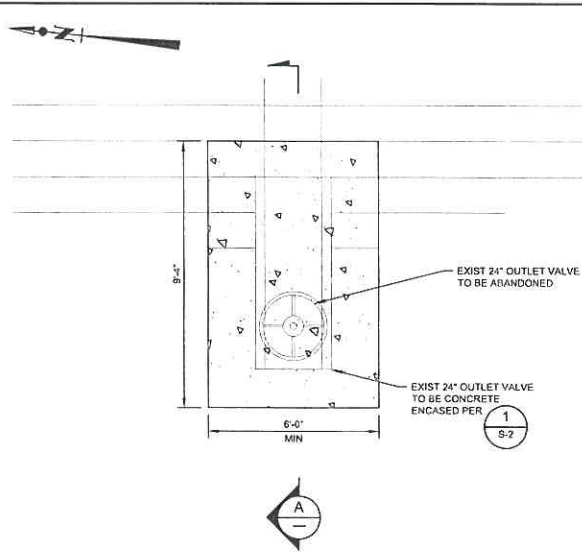
REVIEWED BY FRHOA  
 DEPARTMENT INITIAL DATE

APPROVED BY:  
 FAIRBANKS RANCH HOA PRESIDENT DATE  
 RECOMMENDED BY:  
 STEVE CHARLTON - FRHOA ENGINEERING MANAGER DATE

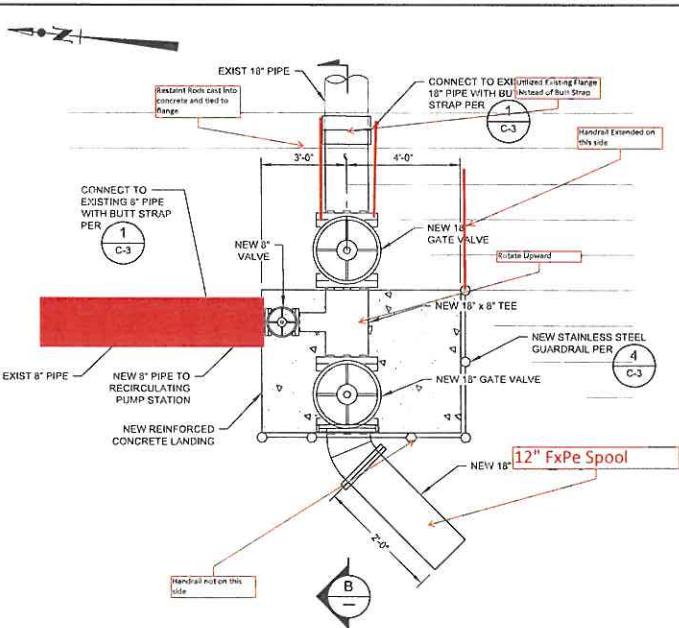
**FAIRBANKS RANCH HOA**  
 CLUBHOUSE LAKE RESERVOIR  
 AND WATER SYSTEM IMPROVEMENTS  
 DAM OVERALL PLAN AND SECTIONS

C-1  
 SHEET 3  
 OF 7 SHEETS  
 FILE NO  
 FRM-C1.dwg  
 FINAL BID SET

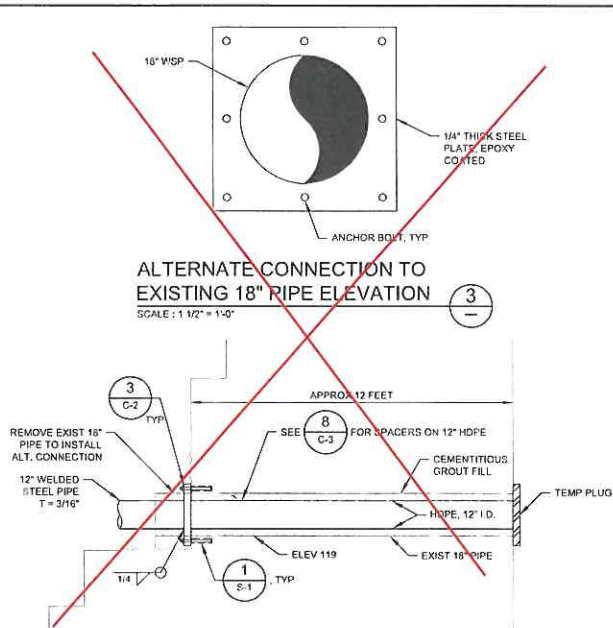




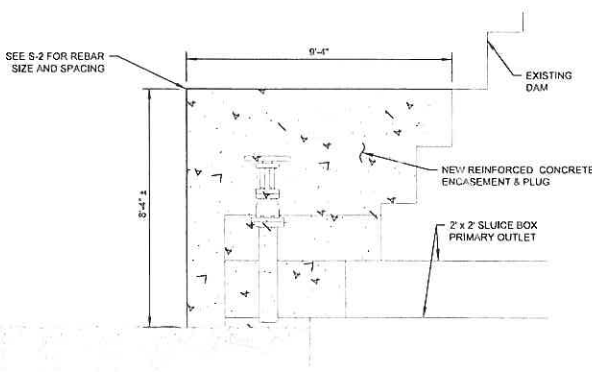
LOWER 24" OUTLET VALVE PLAN DETAIL 1  
SCALE: 1/2" = 1'-0"



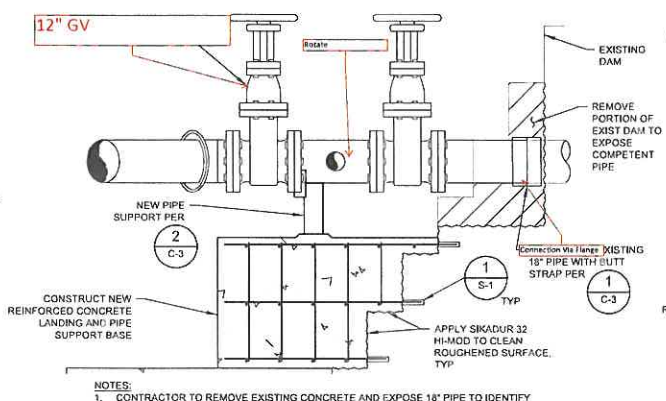
UPPER 18" OUTLET VALVE PLAN DETAIL 2  
SCALE: 1/2" = 1'-0"



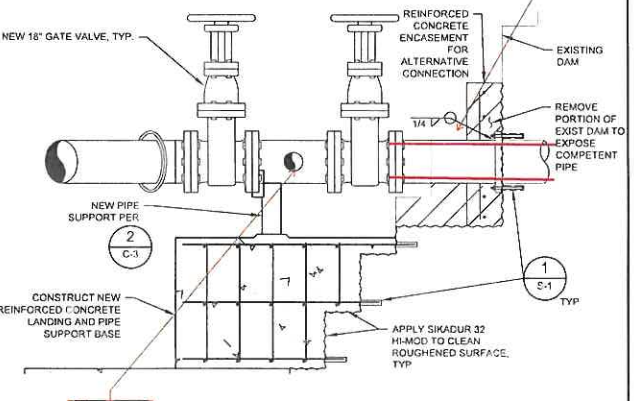
12-INCH SLIP-LINING 4  
SCALE: 1/2" = 1'-0"



LOWER 24" OUTLET VALVE SECTION DETAIL A  
SCALE: 1/2" = 1'-0"



UPPER 18" OUTLET VALVE SECTION DETAIL B  
SCALE: 1/2" = 1'-0"



ALTERNATE CONNECTION TO EXISTING 18" PIPE SECTION DETAIL C  
SCALE: 1/2" = 1'-0"

- NOTES:  
 1. CONTRACTOR TO REMOVE EXISTING CONCRETE AND EXPOSE 18" PIPE TO IDENTIFY COMPETENT PIPE SUITABLE FOR BUTT STRAP AND NEW PIPE CONNECTION.  
 2. ENGINEER SHALL DETERMINE COMPETENT PIPE LOCATION SUITABLE FOR NEW CONNECTION BASED ON PIPE INTEGRITY.

UNDERGROUND SERVICE ALERT		REVISIONS			
MARK	DATE	INITIAL	DESCRIPTION	DATE	APP'VD

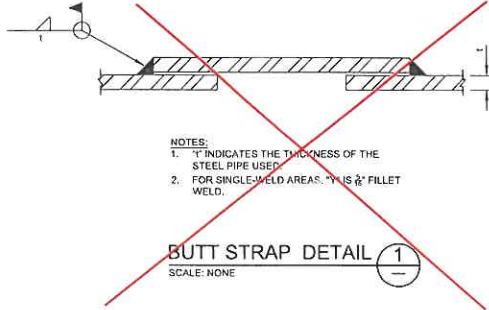
PLANS PREPARED BY  
**BRADY**  
 3710 Ruffin Road  
 San Diego, California 92123  
 P.858.496.0509 F.858.496.0505

SEAL: PROFESSIONAL ENGINEER  
 No. 30175  
 Exp. 06-30-19  
 State of California  
 1/18/18

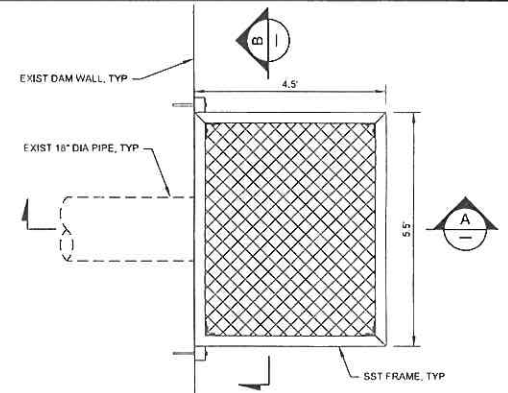
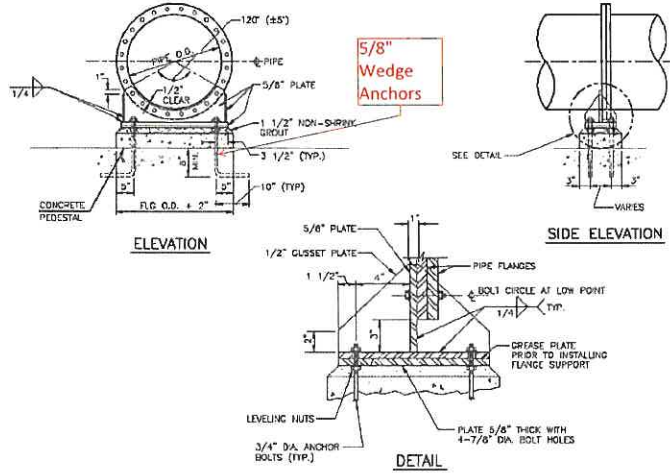
DRAWN BY: CDM  
 DESIGNED BY: RCH  
 CHECKED BY: RCH  
 RECOMMENDED BY:   
 REVIEWED BY: FRHOA  
 DEPARTMENT:   
 INITIAL:   
 DATE:   
 APPROVED BY:   
 FAIRBANKS RANCH HOA PRESIDENT:   
 DATE:   
 RECOMMENDED BY:   
 DATE:   
 STEVE CHARLTON - FRHOA ENGINEERING MANAGER

FAIRBANKS RANCH HOA  
 CLUBHOUSE LAKE RESERVOIR  
 AND WATER SYSTEM IMPROVEMENTS  
 DAM OUTLET VALVES PLAN, SECTION, AND DETAILS

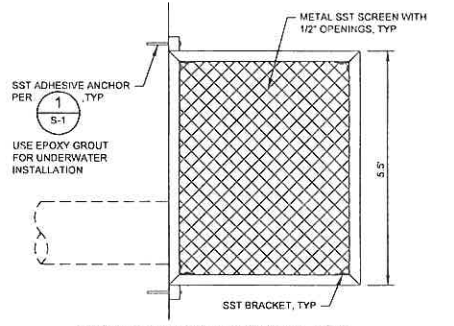
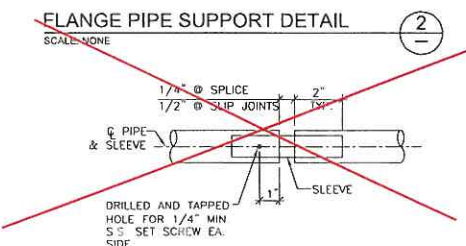
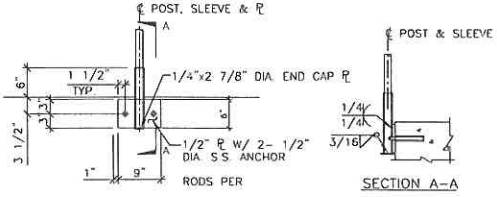
C-2  
 SHEET 4  
 OF 7 SHEETS  
 FILE NO. FRA-C2.dwg  
 FINAL EID: JCT



- NOTES:
1. "T" INDICATES THE THICKNESS OF THE STEEL PIPE USED
  2. FOR SINGLE-WELD AREAS, "F" IS  $\frac{1}{8}$ " FILLET WELD.



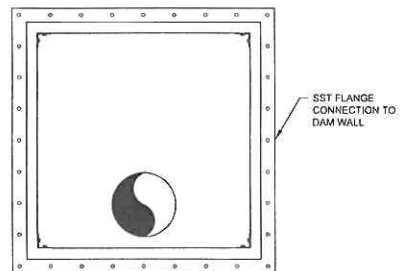
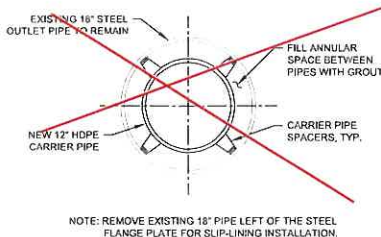
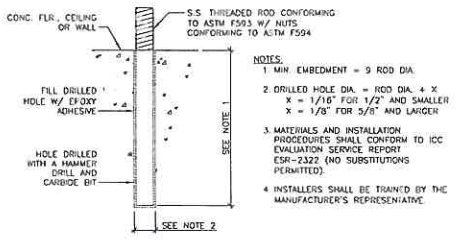
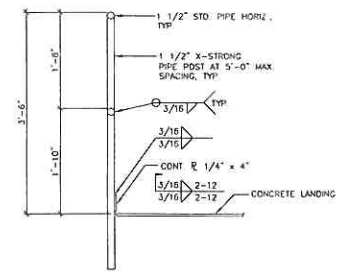
- STAINLESS STEEL NOTES**
1. ALL FRAMING OF STAINLESS STEEL SHAPES, PIPES, TUBES, PLATES AND BARS SHALL CONFORM TO ASTM A473 AND ASTM A866, ALL S.L. TYPE 304L.
  2. ALL STAINLESS STEEL THREADED RODS AND BOLTS SHALL CONFORM TO ASTM F593, TYPE 316.
  3. ALL STAINLESS STEEL NUTS SHALL CONFORM TO ASTM F594, TYPE 316.
  4. BOLT HOLES SHALL BE 1/16" OVERSIZE, UNLESS INDICATED OTHERWISE.
  5. BURNING OF HOLES FOR CONNECTIONS IS NOT PERMITTED.



**TYPICAL STAINLESS STEEL STAIR GUARDRAIL SIDE MOUNT DETAIL** (4)  
SCALE: NONE

**TYPICAL STAINLESS STEEL GUARDRAIL SLIP JOINT/SPLICE DETAIL** (5)  
SCALE: NONE

**FISH SCREEN SECTION** (A)  
SCALE: 3/4" = 1'-0"



**REMOVABLE RAILING DETAIL** (6)  
SCALE: NONE

**TYPICAL ADHESIVE ANCHOR ROD DETAIL** (7)  
SCALE: NONE

**PIPE CASING DETAIL** (8)  
SCALE: NONE

**FISH SCREEN SECTION** (B)  
SCALE: 3/4" = 1'-0"

UNDERGROUND SERVICE ALERT

Call TOLL FREE  
1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

REVISIONS				
MARK	DATE	INITIAL	DESCRIPTION	DATE

PLANS PREPARED BY

3710 Ruffin Road  
San Diego, California 92123  
P.858.496.0500 F.858.496.0505

SEAL

DESIGNED BY: GDM	REVIEWED BY: FRHOA	APPROVED BY:
CHECKED BY: RCH	DEPARTMENT:	FAIRBANKS RANCH HOA PRESIDENT
RECOMMENDED BY:	INITIAL:	RECOMMENDED BY:
	DATE:	DATE:

DATE:	DATE:
DATE:	DATE:

**FAIRBANKS RANCH HOA**

CLUBHOUSE LAKE RESERVOIR AND WATER SYSTEM IMPROVEMENTS

PIPE DETAILS

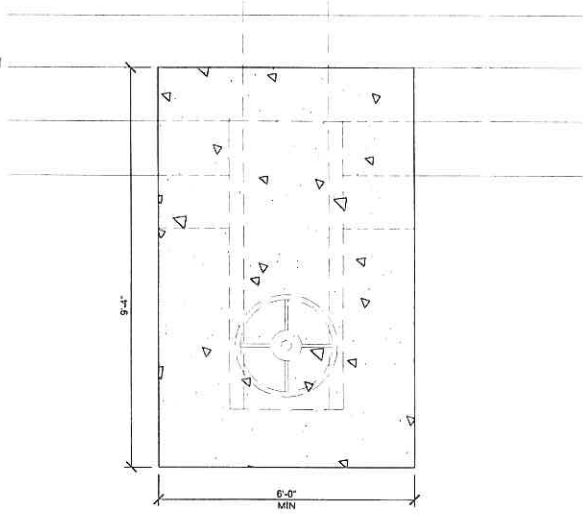
C-3

SHEET 5

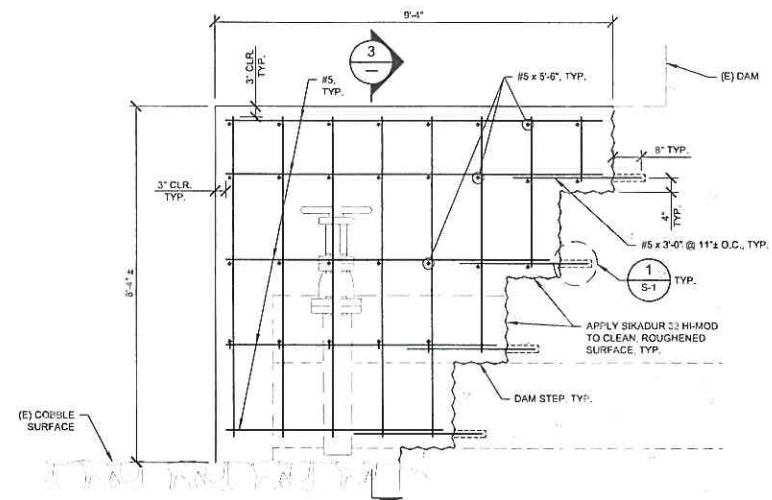
OF 7 SHEETS  
FILE NO.  
FRA-03.dwg



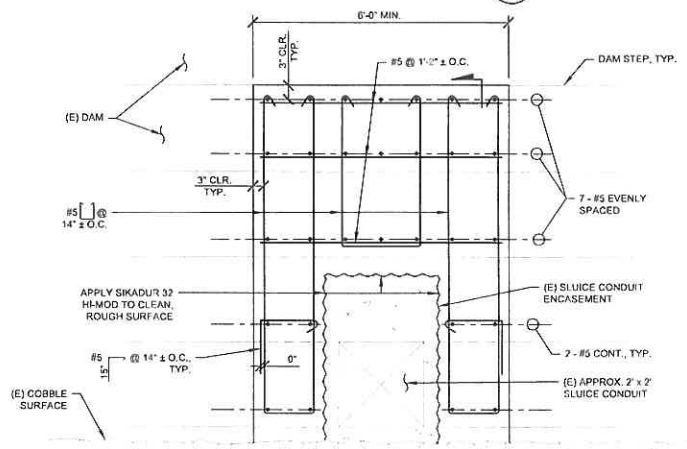
STRUCTURAL ABBREVIATIONS	GENERAL STRUCTURAL NOTES	STATEMENT OF SPECIAL INSPECTIONS																																																																																																																																																																																																																																																																																									
<table border="0" style="width:100%; font-size: 8px;"> <tr><td>A.B.</td><td>ANCHOR BOLT</td><td>GA.</td><td>GALVE</td></tr> <tr><td>@</td><td>AT</td><td>GALV.</td><td>GALVANIZED</td></tr> <tr><td>ADDL.</td><td>ADDITIONAL</td><td>CR.</td><td>GRADE</td></tr> <tr><td>AISC</td><td>AMERICAN INSTITUTE OF STEEL CONSTRUCTION</td><td>GYP.</td><td>GYPSONUM</td></tr> <tr><td>ALT.</td><td>ALTERNATE</td><td>HK.</td><td>HOOK</td></tr> <tr><td>APPROX.</td><td>APPROXIMATE</td><td>HORIZ.</td><td>HORIZONTAL</td></tr> <tr><td>ARCH'L.</td><td>ARCHITECTURAL</td><td>H.T.</td><td>HEIGHT</td></tr> <tr><td>ASTM</td><td>AMERICAN SOCIETY FOR TESTING AND MATERIALS</td><td>H.S.</td><td>HOLLOW STRUCTURAL STEEL</td></tr> <tr><td></td><td></td><td>I.D.</td><td>INSIDE DIAMETER</td></tr> <tr><td></td><td></td><td>INT.</td><td>INTERIOR</td></tr> <tr><td></td><td></td><td>JT.</td><td>JOINT</td></tr> <tr><td></td><td></td><td>L.</td><td>LENGTH</td></tr> <tr><td>BEL.</td><td>BELOW</td><td>LD.</td><td>LOAD</td></tr> <tr><td>B.F.</td><td>BRACED FRAME</td><td>LEV.</td><td>LEVEL</td></tr> <tr><td>BLDG.</td><td>BUILDING</td><td>LLV.</td><td>LONG LEG VERTICAL</td></tr> <tr><td>BM.</td><td>BEAM</td><td>LONG.</td><td>LONGITUDINAL</td></tr> <tr><td>B.O.F.</td><td>BOTTOM OF FOOTING</td><td>MATL.</td><td>MATERIAL</td></tr> <tr><td>B.O.S.</td><td>BOTTOM OF STEEL</td><td>MAX.</td><td>MAXIMUM</td></tr> <tr><td>BOT.</td><td>BOTTOM</td><td>MECHL.</td><td>MECHANICAL</td></tr> <tr><td>BU.</td><td>BACK UP</td><td>MFR.</td><td>MANUFACTURER</td></tr> <tr><td>C.</td><td>CAMBER</td><td>MIN.</td><td>MINIMUM</td></tr> <tr><td>CBC</td><td>CALIFORNIA BUILDING CODE</td><td>NO. #</td><td>NUMBER</td></tr> <tr><td>C.J.</td><td>CONSTRUCTION JOINT OR COLD JOINT</td><td>N.S.</td><td>NEAR SIDE</td></tr> <tr><td>C.J.P.</td><td>COMPLETE JOINT PENETRATION</td><td>N.T.S.</td><td>NOT TO SCALE</td></tr> <tr><td>C.</td><td>CENTERLINE</td><td>ON GENES.</td><td>ON CENTER</td></tr> <tr><td>CLR.</td><td>CLEAR</td><td>O.H.</td><td>OFFSHOULDER HAND</td></tr> <tr><td>CMU</td><td>CONCRETE MASONRY UNIT(S)</td><td>OPNS.</td><td>OPENING</td></tr> <tr><td>COL.</td><td>COLUMN(S)</td><td>PL.R.</td><td>PLATE</td></tr> <tr><td>CONC.</td><td>CONCRETE</td><td>PERP.</td><td>PERPENDICULAR</td></tr> <tr><td>CONN.</td><td>CONNECTION</td><td>R.RAD.</td><td>RADIUS</td></tr> <tr><td>CONST.</td><td>CONSTRUCTION</td><td>REIN.</td><td>REINFORCED, REINFORCING</td></tr> <tr><td>CONT.</td><td>CONTINUOUS</td><td>REID.</td><td>REQUIRED</td></tr> <tr><td>DBL.</td><td>DOUBLE</td><td>SCHED.</td><td>SCHEDULE</td></tr> <tr><td>DA.</td><td>DIAMETER</td><td>SHT.</td><td>SHEET</td></tr> <tr><td>DM.</td><td>DIMENSION</td><td>S.M.I.R.</td><td>SHEET METAL SCREW</td></tr> <tr><td>DWG.</td><td>DRAWING</td><td>S.M.S.</td><td>SHEET METAL SCREW</td></tr> <tr><td>D.V.L.</td><td>DOUBLE</td><td>SPEC.</td><td>SPECIFICATION(S)</td></tr> <tr><td>E.A.</td><td>EACH</td><td>SP.</td><td>SPACING</td></tr> <tr><td>E.F.</td><td>EACH FACE</td><td>SQ.</td><td>SQUARE</td></tr> <tr><td>E.J.</td><td>EXPANSION JOINT</td><td>S.S.</td><td>STAINLESS STEEL</td></tr> <tr><td>EL.</td><td>ELEVATION</td><td>STD.</td><td>STANDARD</td></tr> <tr><td>EMBED.</td><td>EMBEDMENT</td><td>STIFF.</td><td>STIFFENER</td></tr> <tr><td>E.O.S.</td><td>EDGE OF STEEL</td><td>STRUC.</td><td>STRUCTURAL</td></tr> <tr><td>EQ.</td><td>EQUAL</td><td>SYMM.</td><td>SYMMETRICAL</td></tr> <tr><td>EQUIP.</td><td>EQUIPMENT</td><td>T&amp;B.</td><td>TOP &amp; BOTTOM</td></tr> <tr><td>E.S.</td><td>EACH SIDE</td><td>THRD.</td><td>THREADED</td></tr> <tr><td>EW.</td><td>EACH WAY</td><td>T&amp;T.</td><td>THROUGH</td></tr> <tr><td>EMIST..(E)</td><td>EXISTING</td><td>T.O.C.</td><td>TOP OF CONCRETE</td></tr> <tr><td>EXP.</td><td>EXPANSION</td><td>T.O.F.</td><td>TOP OF FOOTING</td></tr> <tr><td>F.F.</td><td>FINISH FLOOR</td><td>T.O.P.</td><td>TOP OF</td></tr> <tr><td>F.G.</td><td>FINISH GRADE</td><td>T.O.W.</td><td>TOP OF WALL</td></tr> <tr><td>FLG.</td><td>FLOOR</td><td>T.P.</td><td>THROUGH</td></tr> <tr><td>FLR.</td><td>FLOOR</td><td>U.O.N.</td><td>UNLESS OTHERWISE NOTED</td></tr> <tr><td>F.O.C.</td><td>FACE OF CONCRETE</td><td>VERT.</td><td>VERTICAL</td></tr> <tr><td>F.O.S.</td><td>FACE OF STEEL</td><td>V.F.</td><td>VERIFY IN FIELD</td></tr> <tr><td>FRM.G.</td><td>FRAMING</td><td>W.</td><td>WITH</td></tr> <tr><td>FRP.</td><td>FIBER REINFORCED PLASTIC</td><td>WSR.</td><td>WASHER</td></tr> <tr><td>F.S.</td><td>FACE SIDE</td><td></td><td></td></tr> <tr><td>FT.</td><td>FOOT</td><td></td><td></td></tr> <tr><td>FTG.</td><td>FOOTING</td><td></td><td></td></tr> </table>	A.B.	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FOOTING			<p><b>GENERAL</b></p> <ol style="list-style-type: none"> <li>THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING WORK. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES.</li> <li>THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE ERECTION SHORING AND BRACING AS REQUIRED FOR STABILITY OF ALL STRUCTURES AND EMBANKMENTS DURING ALL PHASES OF CONSTRUCTION.</li> <li>IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS OR DETAILS ON THE DRAWINGS.</li> <li>BEFORE COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES AND SHALL NOT PERFORM ANY WORK THAT WILL DAMAGE OR INTERFERE WITH THEIR SERVICE.</li> <li>THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES AND UTILITIES AND SHALL NOT PERFORM ANY WORK THAT WILL DAMAGE OR INTERFERE WITH THEIR SERVICE.</li> <li>THE CONTRACT STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURES. THEY DO NOT INDICATE METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT EXISTING AND NEW STRUCTURES DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO BRACING, SHORING, ETC. FOR ALL CONSTRUCTION PHASE LOADS.</li> <li>DURING THE ENTIRE CONSTRUCTION PERIOD, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN CONDITIONS AT THE JOB SITE SO AS TO MEET IN ALL RESPECTS ALL APPLICABLE SAFETY LAWS, RULES, ORDINANCES AND REGULATIONS. THIS PROVISION SHALL APPLY TO ALL PERSONNEL EMPLOYED OR SUPERVISED BY THE CONTRACTOR AT THE JOB SITE.</li> <li>ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH THE 2016 EDITION OF THE CALIFORNIA BUILDING CODE.</li> </ol> <p><b>REINFORCING CONCRETE</b></p> <ol style="list-style-type: none"> <li>ALL CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH AT 28 DAYS OF 4000 PSI. CEMENT SHALL CONFORM TO ASTM C150, TYPE I/II. MAXIMUM WATER-CEMENT RATIO SHALL BE 0.45. MAXIMUM SLUMP PER ASTM C143 SHALL BE 4" EXCEPT A MAXIMUM SLUMP OF 6" IS PERMITTED AFTER INTRODUCTION OF AN APPROVED "SUPERPLASTICIZER". MAXIMUM AGGREGATE SIZE SHALL BE 3/4".</li> <li>ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS AND INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE.</li> <li>PROVIDE A 3/4" CHAMFER ON ALL EXPOSED CORNERS UNLESS OTHERWISE NOTED.</li> <li>ALL CONSTRUCTION JOINTS SHALL BE ROUGHENED AND CLEANED PRIOR TO PLACING NEW CONCRETE.</li> <li>ALL CONSTRUCTION JOINTS IN CONCRETE SHALL HAVE A 1/4" MINIMUM AMPLITUDE ROUGHNESS. SANDBLAST AND CLEAN BEFORE PLACING NEW CONCRETE.</li> </ol> <p><b>REINFORCING STEEL</b></p> <ol style="list-style-type: none"> <li>BAR REINFORCING SHALL CONFORM TO ASTM A615, GRADE 60. WELDED BARS SHALL CONFORM TO ASTM A706.</li> <li>MINIMUM BAR LAP SPICE LENGTHS SHALL BE 48 BAR DIAMETER (2'-0" MINIMUM), UNLESS OTHERWISE INDICATED.</li> <li>ALL LAP SPICES SHALL BE CONTACT LAP SPICES UNLESS OTHERWISE INDICATED.</li> <li>BASE DOWELS SHALL MATCH VERTICAL WALL REINFORCING IN SIZE AND SPACING UNLESS OTHERWISE INDICATED.</li> <li>MINIMUM CONCRETE COVER FOR REINFORCING STEEL SHALL BE AS FOLLOWS UNLESS SHOWN OTHERWISE ON THE DRAWINGS:</li> </ol> <table border="1" style="width:100%; font-size: 8px;"> <tr><td>CONCRETE CAST AGAINST EARTH</td><td>3"</td></tr> <tr><td>FORMED CONCRETE EXPOSED TO EARTH</td><td>2"</td></tr> <tr><td>FORMED CONCRETE EXPOSED TO WATER OR WEATHER</td><td>2"</td></tr> <tr><td>ALL OTHER</td><td>AS INDICATED</td></tr> </table> <ol style="list-style-type: none"> <li>ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING STEEL SHALL CONFORM TO THE LATEST EDITION OF ACI 315, DETAILS AND DETAILING OF CONCRETE REINFORCEMENT, UNLESS OTHERWISE NOTED.</li> </ol>	CONCRETE CAST AGAINST EARTH	3"	FORMED CONCRETE EXPOSED TO EARTH	2"	FORMED CONCRETE EXPOSED TO WATER OR WEATHER	2"	ALL OTHER	AS INDICATED	<table border="1" style="width:100%; font-size: 8px;"> <thead> <tr> <th>TYPE OF WORK</th> <th>INSPECTION TYPE</th> <th>REFERENCED STANDARD</th> </tr> </thead> <tbody> <tr> <td>1. 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ANCHORAGE OF THREADED RODS AND REINFORCING BARS IN CONCRETE</td> <td>PERIODIC</td> <td>SIKAGROUT 328 PRODUCT DATA SHEET</td> </tr> </tbody> </table> <p style="text-align: center;"><b>CONTRACTOR RESPONSIBILITY</b></p> <p style="text-align: center;"><b>CONTRACTOR RESPONSIBILITY</b></p> <p>THE CONTRACTOR SHALL SUBMIT A WRITTEN "STATEMENT OF CONTRACTOR'S RESPONSIBILITY" PRIOR TO ISSUANCE OF THE PERMIT CONTAINING THE FOLLOWING:</p> <ol style="list-style-type: none"> <li>ACKNOWLEDGMENT OF AWARENESS OF THE SPECIAL REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTION;</li> <li>ACKNOWLEDGMENT THAT CONTROL WILL BE EXERCISED TO OBTAIN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS APPROVED BY THE BUILDING OFFICIAL;</li> <li>PROCEDURES FOR EXERCISING CONTROL WITHIN THE CONTRACTOR'S ORGANIZATION, THE METHOD AND FREQUENCY OF REPORTING AND THE DISTRIBUTION OF THE REPORTS; AND</li> <li>IDENTIFICATION AND QUALIFICATIONS OF THE PERSON(S) EXERCISING SUCH CONTROL AND THEIR POSITION(S) IN THE ORGANIZATION.</li> </ol> <p style="text-align: right;"><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>DRIILLED HOLE DIA. = BAR DIA. + 1/4" (1/2" ANNULUS)</li> <li>MATERIALS AND INSTALLATION PROCEDURES SHALL CONFORM TO SIKAGROUT 328 PRODUCT DATA SHEET (NO SUBSTITUTIONS PERMITTED).</li> <li>INSTALLERS SHALL BE TRAINED BY THE MANUFACTURER'S REPRESENTATIVE.</li> <li>SPECIAL INSPECTION IS REQUIRED.</li> </ol>	TYPE OF WORK	INSPECTION TYPE	REFERENCED STANDARD	1. 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**LOWER 24" OUTLET VALVE THRUST BLOCK PLAN** 1  
SCALE: 3/4" = 1'-0"



**THRUST BLOCK SECTION** 2  
SCALE: 3/4" = 1'-0"



**THRUST BLOCK SECTION** 3  
SCALE: 3/4" = 1'-0"

UNDERGROUND SERVICE ALERT



Call TOLL FREE  
1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

**REVISIONS**

MARK	DATE	INITIAL	DESCRIPTION	DATE	APP'VD.

PLANS PREPARED BY

**BRADY**  
3710 Ruffin Road  
San Diego, California 92123  
P. 858.496.0500 F. 858.496.0505



DRAWN BY: CEM  
DESIGNED BY: RLB  
CHECKED BY: RLB  
RECOMMENDED BY:

REVIEWED BY FRHOA  
DEPARTMENT: INITIAL: DATE:

APPROVED BY:  
FAIRBANKS RANCH HOA PRESIDENT: DATE:  
RECOMMENDED BY:  
STEVE CHARLTON - FRHOA ENGINEERING MANAGER: DATE:

**FAIRBANKS RANCH HOA**  
CLUBHOUSE LAKE RESERVOIR  
AND WATER SYSTEM IMPROVEMENTS  
THRUST BLOCK STRUCTURAL DETAILS

S-2  
SHEET 7  
of 7 SHEETS  
FILE NO  
FRH-S2.dwg



## CONTRACTOR EXPERIENCE REFERENCE FORM

### Morena 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)

FILE NAME: A:\Projects\130203 - China Lake Salt Wells Remediation\130203-20-F-5279-04-C-541.dwg PLOT DATE: 10/26/2023 10:26:42 AM PLOT SCALE: 1:1000 PLOT SHEET: 4 OF 30



**CONSTRUCTION NOTES:**

- ① REMOVE AND REPLACE DAMAGED "T" SECTION, FIELD MEASURE CRACKS TO CONFIRM LENGTHS, SEE S-541 DETAIL 3
- ② DEMOLISH EXISTING BERM GUNITE SHELL COVER AND REPLACE WITH NEW, SEE BERM AS-BUILT R-101 (A 1.2 NAVFAC DRAWING NO. 8196470 AND S-561 DETAIL 2). REMOVE, REPLACE AND RECOMPACT SOIL AS NEEDED AND AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER OR REPRESENTATIVE APPOINTED BY THE GEOTECHNICAL ENGINEER
- ③ AFTER CONSTRUCTION OF THE NEW GUNITE, FILL JOINTS BETWEEN NEW GUNITE SHELL AND BERM WALL WITH BACKER ROD AND SIKAFLEX 2C NS EZMIX SEALANT OR SIMILAR, SEE BERM AS-BUILT A 1.2, NAVFAC DRAWING NO. 8196470.
- ④ REPAIR CRACKS THROUGHOUT THE RETAINING WALL STRUCTURE MEASURING GREATER THAN 0.02 INCHES, SEE S-503
- ⑤ REMOVE AND REPLACE EXPANSION JOINT MATERIAL BETWEEN THE SIDEWALK AND THE SOUTH WALL WITH SIKAFLEX-1C OR SIMILAR PER MANUFACTURERS RECOMMENDATIONS

																																																																																																																																																							
																																																																																																																																																							
																																																																																																																																																							
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# STRUCTURAL NOTES

## 3.2 ADHESIVE, ANCHOR RODS AND REBAR IN HARDENED CONCRETE (EPOXY ANCHORS):

- 3.2.1 ADHESIVE ANCHOR INSTALLATIONS MUST COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND SPECIFICATIONS, INCLUDING ICC-ES REPORTS.
- 3.2.2 DUST MUST BE BLOWN FROM THE HOLE WITH COMPRESSED AIR TO ENSURE ANCHOR SEATING DEPTH AND TO PROVIDE A CLEAN BONDING SURFACE. ADDITIONALLY, THE HOLE MUST BE BRUSHED WITH A NYLON BRUSH THEN BLOWN AGAIN WITH COMPRESSED AIR.
- 3.2.3 ADHESIVE MUST ONLY BE APPLIED TO DRY SURFACES.
- 3.2.4 BASE MATERIAL TEMPERATURE MUST BE 40°F OR ABOVE AT TIME OF INSTALLATION. FOR BIT RESULTS, MATERIAL SHOULD BE 70°F-80°F.
- 3.2.5 CHEMICAL ANCHOR SYSTEMS:
  - a. CONCRETE: HILTI HIT-HY 200 (ICC-ES ESR-3187), USE ONLY ADHESIVE ANCHOR SYSTEMS THAT HAVE BEEN ISSUED AN ICC-ES REPORT IN ACCORDANCE WITH PROVISIONS OF ICC-ES AC308. ANCHOR SYSTEM SHOULD BE APPROVED FOR USE IN CRACKED CONCRETE AND SEISMIC DESIGN CATEGORIES A-F PER SECTION 2.0 OF THE ICC-ES EVALUATION SERVICES REPORT. ANCHOR SYSTEM MUST BE INSTALLED PER REQUIREMENTS OF THE ICC-ES EVALUATION SERVICES REPORT FOR SPECIFIC ANCHOR, AND AS REQUIRED BY THE MANUFACTURER.
- 3.2.6 ANCHOR RODS:
  - 1. HILTI HAS-E CONTINUOUSLY THREADED RODS OR HILTI HS-N INTERNALLY THREADED INSERTS. RODS MUST BE ASTM A307 THREADED RODS WITH ASTM A563 GRADE 6 NUTS AND ANSI B18.22.1 TYPE A WASHERS. UNLESS OTHERWISE NOTED, ANCHORS DESIGNATED AS ASTM A193 GRADE B7 THREADED RODS MUST USE ASTM A563 GRADE DH HEAVY HEX NUTS AND ASTM F438 WASHERS.
- 3.2.7 REINFORCEMENT BARS, ASTM A615 GRADE 60 STEEL.
- 3.2.8 REMOVE GREASE, OIL, RUST AND OTHER LAITANCE FROM RODS AND DOWELS PRIOR TO INSTALLATION.
- 3.2.9 SPECIAL INSPECTION REQUIREMENTS WILL BE DICTATED BY SECTION 4.0 OF THE ICC-ES EVALUATION SERVICES REPORT. SPECIAL INSPECTION MUST VERIFY ANCHOR TYPE, ANCHOR DIMENSIONS, CONCRETE TYPE, CONCRETE COMPRESSIVE STRENGTH, HOLE DIMENSIONS, ANCHOR SPACINGS, EDGE DISTANCES, SLAB THICKNESS, ANCHOR EMBEDMENT, AND TIGHTENING TORQUE.
- 3.2.10 CONTRACTOR'S OPTION TO USE OTHER MANUFACTURER'S PRODUCTS ONLY WITH PRIOR APPROVAL OF THE ENGINEER. SUBMIT MANUFACTURER'S LITERATURE AND PRODUCT INSTALLATION FOR REVIEW.

## 3.3 MECHANICAL ANCHORS IN HARDENED CONCRETE AND MASONRY (EXPANSION ANCHORS):

- 3.3.1 ANCHORS TO BE INSTALLED IN HOLES DRILLED WITH CARBIDE-TIPPED DRILL BITS. ANCHORS TO BE INSTALLED PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
- 3.3.2 WHEN INSTALLING DRILLED EXPANSION ANCHORS IN EXISTING REINFORCED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCEMENT.
- 3.3.3 MAINTAIN A MINIMUM CLEARANCE OF 1" BETWEEN THE REINFORCEMENT AND THE DRILLED EXPANSION ANCHORS. EXPANSION ANCHORS MUST NOT BE USED AT CONCRETE CORNERS.
- 3.3.4 EXPANSION ANCHOR SYSTEMS:
  - a. CONCRETE: HILTI HIT-Kwik BOLT TZ ANCHOR (ICC-ES ESR-1917, LARR #25421) OR HILTI HELIX-D ONLY TYPICAL ANCHOR (ICC-ES ESR-1545). USE ONLY EXPANSION ANCHOR SYSTEMS THAT HAVE BEEN ISSUED AN ICC-ES REPORT IN ACCORDANCE WITH THE PROVISIONS OF ICC-ES AC108. ANCHOR SYSTEMS SHOULD BE APPROVED FOR USE WITH CRACKED CONCRETE AND SEISMIC DESIGN CATEGORIES A-F PER SECTION 2.0 OF THE ICC EVALUATION SERVICES REPORT. ANCHOR SYSTEM MUST BE INSTALLED PER THE REQUIREMENTS OF THE ICC-ES EVALUATION SERVICES REPORT FOR THE SPECIFIC ANCHOR, AND AS REQUIRED BY THE MANUFACTURER.
- 3.3.5 UNDERCUT ANCHOR SYSTEMS:
  - 1. CONCRETE: HILTI HDA UNDERCUT ANCHOR (ICC-ES ESR-1546, LARR #25422). USE ONLY UNDERCUT ANCHOR SYSTEMS THAT HAVE BEEN ISSUED AN ICC-ES REPORT IN ACCORDANCE WITH THE PROVISIONS OF ICC-ES AC108. ANCHOR SYSTEMS SHOULD BE APPROVED FOR USE IN CRACKED CONCRETE AND SEISMIC DESIGN CATEGORIES A-F PER SECTION 2.0 OF THE ICC EVALUATION SERVICES REPORT. ANCHOR SYSTEM MUST BE INSTALLED PER THE REQUIREMENTS OF THE ICC-ES EVALUATION SERVICES REPORT FOR SPECIFIC ANCHOR, AND AS REQUIRED BY THE MANUFACTURER.
- 3.3.6 WHERE THE MANUFACTURER'S INSTALLATION INSTRUCTIONS OR APPLICABLE ICC-ES EVALUATION SERVICES REPORT CALL FOR THE APPLICATION OF AN INSTALLATION TORQUE, THE SPECIFIED TORQUE MUST BE APPLIED WITH CALIBRATED TORQUE WRENCH. THE SPECIFIED INSTALLATION TORQUE MUST NOT BE EXCEEDED.
- 3.3.7 ANCHORS ARE TYPICALLY AVAILABLE IN ELECTRO-GALVANIZED CARBON STEEL, HOT DIPPED GALVANIZED CARBON STEEL, AND STAINLESS STEEL. USE OF ELECTRO-GALVANIZED CARBON STEEL ANCHORS IS TYPICALLY LIMITED TO DRY, INTERIOR LOCATIONS, UNLESS OTHERWISE NOTED. STAINLESS STEEL OR HOT-DIPPED GALVANIZED ANCHORS ARE GENERALLY SUITABLE FOR APPLICATIONS EXPOSED TO EXTERIOR WEATHER CONDITIONS. FINAL AUTHORITY ON TYPE OF ANCHOR COATING UTILIZED RESTS WITH THE STRUCTURAL ENGINEER OF RECORD AND MUST BE APPROVED BY SUCH.
- 3.3.8 EXPANSION ANCHORS FOR NON-VIBRATION ISOLATED MECHANICAL EQUIPMENT RATED OVER 10HP ARE NOT PERMITTED BY ASCE 7-10 SECTION 13.6.5.5. ANCHORS INSTALLED IN OVERHEAD CONDITIONS FOR NON-VIBRATION ISOLATED EQUIPMENT WITH RECIRCULATING OR ROTATING MECHANISMS MUST BE UNDERCUT ANCHORS.
- 3.3.9 THE SPECIAL INSPECTOR MUST BE ON THE JOBSITE CONTINUOUSLY DURING ANCHOR INSTALLATIONS, UNLESS OTHERWISE NOTED IN ICC-ES REPORT. TO VERIFY ANCHOR TYPE, ANCHOR DIMENSIONS, CONCRETE TYPE, CONCRETE COMPRESSIVE STRENGTH, HOLE DIMENSIONS ANCHOR SPACINGS, EDGE DISTANCES, SLAB THICKNESS, ANCHOR EMBEDMENT, AND TIGHTENING TORQUE.

## 3.5 CONCRETE SPALL REPAIR PROCEDURE:

- 3.5.1 REPAIR WITHOUT SACRIFICIAL ANODE
    - CONDUCT A DETAILED SURVEY AND HAMMER SOUNDING TO IDENTIFY UNSOUND AREAS AND THEIR EXTENT.
    - MECHANICALLY REMOVE ALL DETERIORATED UNSOUND CONCRETE. REMOVE CONCRETE TO EXPOSE UN-CORRODED REINFORCEMENT. REMOVE CONCRETE FROM BEHIND THE REINFORCEMENT A MIN. OF 1/2" SAW CUT THE PERIMETER OF THE DEMOLITION TO DEFINE THE EXTENT OF THE REPAIR AND CREATE A WORKING EDGE. RECTANGULAR GEOMETRIES AND 1/2" DEEP SAWCUTS ARE PREFERRED PROVIDED THIS DO NOT CAUSE DAMAGE TO EMBEDDED REINFORCEMENT. THE AREA WITHIN THE REPAIR SHOULD BE PREPARED TO ACHIEVE AN FRI CONCRETE SURFACE PROFILE EQUIVALENT TO OR GREATER THAN CJP-5. (REFER TO IRI GUIDELINES Q3730 & Q3732).
    - MECHANICALLY CLEAN THE EXPOSED REINFORCEMENT TO REMOVE ALL CORROSION (SPEC. 3 MIN.), WHERE SECTION LOSS OF REINFORCEMENT APPEARS EXCESSIVE (4%), CONSULT WITH PROJECT STRUCTURAL ENGINEER FOR DIRECTION REGARDING NEED FOR REPLACEMENT OR SUPPLEMENTAL REINFORCEMENT.
    - COAT PREPARED REINFORCEMENT WITH ARMATIC 110 CORROSION INHIBITING PRIMER. APPLY IN TWO COATS AT 20 MILS/COAT. ALLOW TO DRY BEFORE PROCEEDING.
    - FILL VOIDS WITH SIKATOP PLUS REPAIR MORTARS WITH INTEGRAL CORROSION INHIBITOR. USE SIKATOP 111 PLUS (OR SIKACRETE 211 SCC PLUS) FOR FORMING AND POURING APPLICATIONS; SIKATOP 122 PLUS FOR HORIZONTAL TROWEL APPLICATIONS; AND SIKATOP 123 PLUS FOR VERTICAL OR OVERHEAD APPLICATIONS.
- NOTE: THE REPAIRS IDENTIFY FOR THIS PROJECT ARE NOT AT FIRE PARTITIONS, AND THIS PRODUCT IS NOT INTENDED FOR USE AT FIRE PARTITIONS.

## 5.0 STRUCTURAL STEEL:

- 5.0.1 THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL MUST BE IN ACCORDANCE WITH "AISC SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" AND STEEL CONSTRUCTION MANUAL AISC 360, LATEST ADOPTED EDITION EXCEPT AS AMENDED IN IBC CHAPTER 22.
- 5.0.2 CONNECTIONS MUST BE DETAILED IN ACCORDANCE WITH LATEST EDITION OF AISC "DETAILING FOR STEEL CONSTRUCTION".
- 5.0.3 STEEL FINISHED FOR STRUCTURAL LOAD-CARRYING PURPOSES MUST BE PROPERLY IDENTIFIED FOR CONFORMITY TO THE SPECIFIED GRADES SHOWN BELOW AND IN ACCORDANCE WITH ASTM STANDARDS AND PROVISIONS OF IBC CHAPTER 22. STEEL THAT IS NOT READILY IDENTIFIABLE AS TO GRADE FROM MARKING AND TEST RECORDS MUST BE TESTED TO DETERMINE CONFORMITY TO:
 

a. WIDE FLANGE SHAPES	ASTM A992 GRADE 50 (Fy=50 ksi)
b. ANGLES AND CHANNELS	ASTM A36 (Fy=36 ksi)
c. PLATES	ASTM A36 (Fy=36 ksi)
d. ANCHOR BOLTS	ASTM F1554 GRADE 36
e. HSS (RECTANGULAR)	ASTM A500 GRADE B (Fy=45 ksi)
f. HSS (ROUND)	ASTM A500 GRADE B (Fy=42 ksi)
- 5.0.4 ANCHOR BOLTS
  - 1. ASTM F1554 GRADE 36; USE ASTM F438 WASHER UNDER NUT.
- 5.0.5 CONNECTED MEMBERS MUST BEAR ONLY ON THE UNTHREADED PORTION OF BOLTS.
- 5.0.6 BOLTS MUST CONFORM TO ASTM A563, HEX GRADE A. NUTS MUST CONFORM TO ASTM A563, HEX GRADE A.
- 5.0.7 COLUMN ENDS TO BE MILLED.
- 5.0.8 EXTERIOR STRUCTURAL STEEL PERMANENTLY EXPOSED TO THE WEATHER MUST BE HOT-DIPPED GALVANIZED AFTER FABRICATION. ZINC COATING MUST CONFORM TO ASTM A123 (G-60 U.O.N.).
- 5.0.9 WELDING DONE AFTER GALVANIZING MUST BE PROTECTED WITH TWO COATS OF "GALVALLOY", OR EQUAL.
- 5.0.10 STEEL FABRICATION MUST BE PERFORMED IN AN APPROVED FABRICATION SHOP.
- 5.0.11 STEEL FABRICATOR MUST VERIFY DIMENSIONS WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS.
- 5.0.12 METAL ITEMS, INCLUDING CONNECTORS, EXPOSED TO THE WEATHER MUST BE HOT-DIPPED GALVANIZED AFTER FABRICATION.
- 5.0.13 STRUCTURAL STEEL MUST BE DELIVERED TO THE JOB SITE FREE OF EXCESSIVE RUST, MILL SCALE, GREASE, ETC.
- 5.0.14 EXPOSURE TO SOIL: ENCASE STRUCTURAL STEEL IN LEAN CONCRETE WITH 4" CONCRETE COVER WHERE EXPOSED TO SOIL.
- 5.0.15 SUBMIT SHOP DRAWINGS TO THE STRUCTURAL ENGINEER FOR REVIEW PRIOR TO FABRICATION FOR STRUCTURAL STEEL MEMBERS AND ACCESSORIES.

## 5.1 WELDING:

- 5.1.1 WELDING MUST BE IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICAN WELDING SOCIETY CODE AWS D1.1, LATEST ADOPTED EDITION.
- 5.1.2 WELDING MUST BE PERFORMED BY CERTIFIED WELDERS HOLDING CURRENTLY VALID AWS CERTIFICATES AND HAVING CURRENT EXPERIENCE IN THE TYPE OF WELD CALLED FOR ON THE DRAWINGS.
- 5.1.3 WELDING MUST BE PERFORMED USING THE SHIELDED METAL ARC WELDING (SMAW) PROCESS WITH APPROVED ELECTRODES PER AWS SPECIFICATIONS E70XX (LOW HYDROGEN ELECTRODES).
- 5.1.4 WELDS MUST HAVE A WELD CONTROLLED SEQUENCE AND TECHNIQUE IN ORDER TO MINIMIZE SHRINKAGE STRESSES AND DISTORTION.
- 5.1.5 ELECTRODE FILLER MATERIAL MUST BE A MINIMUM OF E70XX. FILLER METAL TOUGHNESS FOR COMPLETE PENETRATION GROOVE WELDS MUST COMPLY WITH AWS AND MUST HAVE A CHARPY V NOTCH (CVN) TOUGHNESS OF 20 FOOT-POUNDS AT ZERO DEGREE FAHRENHEIT AND TESTED PER AWS FILLER METAL SPECIFICATIONS. WELD ELECTRODES IDENTIFIED AS E70T-4 OR 120 WILL NOT MEET THIS TOUGHNESS REQUIREMENT AND MUST NOT BE USED IN FULL OR PARTIAL PENETRATION GROOVE WELDS.
- 5.1.6 WELDING OF SHEET METAL MUST BE IN ACCORDANCE WITH AWS D1.3.
- 5.1.7 PROVIDE TESTING AND INSPECTION AS LISTED.

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### STRUCTURAL NOTES

REQUIREMENT OF THE NAVY  
NAVAL AIR WEAPONS STATION, CHINA LAKE

**D4700270MR BERM REPAIRS AT SALTWELLS  
MULTIPLE FACILITIES**

SCALE  
DRAWING NO. 1855725  
DATE 10/13/2011  
SHEET 14 OF 30  
**S-005**

SIR  
BRAND-INDUSTRIAL-INTERNATE  
P: 419.294.6600  
F: 419.294.6600  
1495 PACIFIC HWY.  
Suite 450  
San Diego, CA 92161  
www.sir-usa.com



## 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”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) <a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>	2014	PWPI060121-10
<p><b>NOTE:</b>      *Available online under Engineering Documents and References at:  <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></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.
- 19.5. 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 Eighty Seven Thousand Dollars and Zero Cents (\$4,087,000.00) for the faithful performance of the annexed contract, and in the sum of Four Million Eighty Seven Thousand Dollars and Zero Cents (\$4,087,000.00) 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.

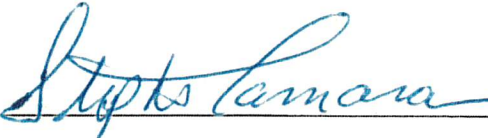


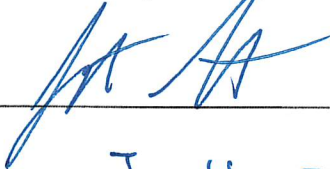
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: 

By: 

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

Print Name: Justin Stanek  
Deputy City Attorney


Date: 7/12/2023

Date: 9/29/23

CONTRACTOR Orion Construction Corporation

SURETY Western Surety Company

By: 

By:   
Attorney-In-Fact

Print Name: Mark Dowsing, President

Print Name: Lawrence F. McMahon

Date: 5/24/23

Date: May 23, 2023

1455 Frazee Road, Suite 300  
San Diego, CA 92108

Local Address of Surety

(619) 682-3510

Local Phone Number of Surety

\$29,122.00 Subject to adjustment based  
on final contract price.

Premium

30192015

Bond Number

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** The Morena Dam Near-term Spillway Repair project shall include but not limited to concrete repair to the upstream and downstream ogee spillway walls, and downstream side of the left wall including the wing wall at the end of the spillway. In addition, the scope includes boulder removal, biological monitoring, and sound barrier if it determines required.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **0100319-1-D** through **0100319-19-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 10<sup>th</sup> 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/slbegeinst.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 1<sup>st</sup> 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 \$1,000,000 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 \$500,000 and under \$1,000,000 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 \$250,000 up to \$500,000 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 \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
- a) Detailed explanation of the financial contribution for each partner.
  - b) List of personnel and equipment used by each partner.
  - c) Detailed breakdown of the responsibilities of each partner.
  - d) Explanation of how the profits and losses will be distributed.
  - e) Description of the bonding capacity of each partner.
  - f) Management or incentive fees available for any one of the partners (if any).



4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
  - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
  - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
  - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
  - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

**F. MAINTAINING PARTICIPATION LEVELS.**

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

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

**G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.**

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
  - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
  - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
  - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
  - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
  - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

**H. GOOD FAITH EFFORT DOCUMENTATION.**

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

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

**I. SUBCONTRACTOR SUBSTITUTION.**

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

**J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.**

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

**K. RESOURCES.**

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
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**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.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **7:00 AM** to **5:00 PM**.

**Normal Working Hours** - Normal Working Hour core periods shall be **7:00 AM – 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Normal Working Hours on Roadways are defined as **8:30 AM - 3:30 PM**. Task Order Normal Working hours shall be defined in the Task or 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 **Appendix 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 Morena Dam Spillway Near-Term Repair (Morena Dam Spillway Maintenance)**, 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:

3. The Lump Sum Bid item for **“Construction of Morena Dam Spillway Repair”** shall include, but not limited to, concrete repair to the upstream and downstream ogee spillway walls, and downstream side of the left wall including the wing wall at the end of the spillway as specified in the in the Plans, Contract Documents, and Plan Sheets **0100319-1-D** through **0100319-19-D**. The lump sum bid item shall also include boulder removal as specified in the Plans, 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 402 – UTILITIES**

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

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

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

**802-2.1 Project Biologist.** To the "WHITEBOOK", 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 Morena 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**.
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## 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. CONTRACTOR shall be qualified in the field of concrete repair and protection with successful track record of at least 5 years of experience and has performed at least 3 similar concrete repair type projects. CONTRACTOR shall maintain qualified personnel who have received product training by a manufacturer's representative.
  4. 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 edge 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. Third-Party Testing 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 \*\***



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**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

**NOTICE OF EXEMPTION**

(Check one or both)

TO:  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:** MORENA DAM SPILLWAY MAINTENANCE

**PROJECT LOCATION-SPECIFIC:** Morena Dam in east San Diego County. Morena Dam is owned and operated by the City of San Diego. The dam is accessed through public land located in the community of Campo in the jurisdiction of the County of San Diego. Morena Dam and Reservoir are in unincorporated lands outside the County of San Diego MSCP Sub-Area Plan.

**PROJECT LOCATION-CITY/COUNTY:** Campo/San Diego County

**DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT:** Consistent with the Morena Dam Spillway Condition Assessment, maintenance of the spillway will include removal of all vegetation and debris (including all boulders), and surficial repairs such as filling holes, joints, and cracks with sealant to prevent infiltration of water and buildup of stagnation pressures, as well as patching spalls and areas of exposed steel to prevent further damage to the spillway. Removal of vegetation and debris is critical to the functioning of the spillway, as they reduce the design capacity of and prevent proper inspection of the spillway. In addition, the boulders have caused damage to the spillway. The concrete repairs are critical to keeping the integrity of the spillway intact and functioning. All boulders will be placed just beyond the end of the dam spillway.

This maintenance work will be performed on an existing structure, and therefore, will not result in a direct significant impact to biological resources. The native plant species that have overgrown into the spillway are limited to a few individuals and not considered habitat. All equipment will remain on existing roads or the developed dam structure itself. Any equipment needed to remove the boulders or 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. The placing of boulders just beyond the dam spillway will not result in a direct significant impact to biological resources. Native plant species exist in this area but impacts to them will be avoided by placing the boulders in locations they are not currently growing. The boulder placement will also avoid a significant impact to archeological resources as there are no known archaeological sites in this area.

**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: Carlos Cruz (858) 292-6499

**EXEMPT STATUS: (CHECK ONE)**

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4))


- CATEGORICAL EXEMPTION: 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 spillway functioning 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 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**

 , SENIOR PLANNER

5-10-2021

\_\_\_\_\_  
SIGNATURE/TITLE

\_\_\_\_\_  
DATE

- CHECK ONE:**
- SIGNED BY LEAD AGENCY
  - SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

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.)

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- 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.



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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.

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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.

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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

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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

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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

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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.

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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.

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- 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>			

<b>Fire Hydrant Meter Removal Request</b>	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: <b>\$ 936.00</b>	Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b>	Meter Make and Style: <b>6-7</b>
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



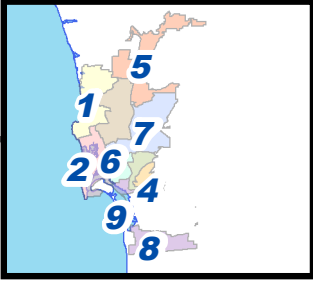
**APPENDIX E**  
**LOCATION MAP**

**MORENA 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@san Diego.gov](mailto:engineering@san Diego.gov)



**Legend**

 IO#11004714



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

## **APPENDIX G**

### **ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

## Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

**Photo 1**



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



---

Network Devices, see Photo 3:

**Photo 3**



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

**Photo 4**





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

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

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

**Photo 5**

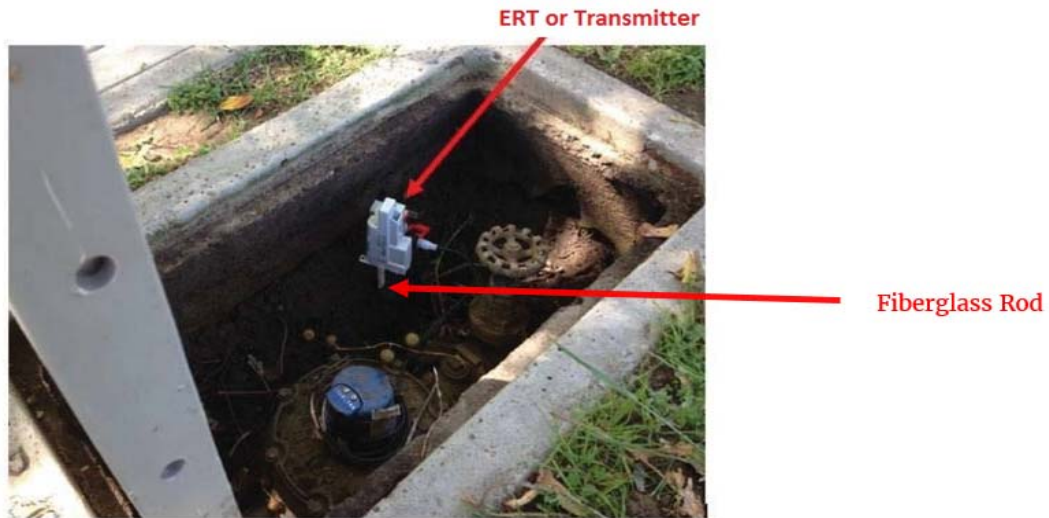


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

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

**Photo 8**



**Network Device**

**Photo 9**



**If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.**

**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 **Morena Dam Spillway Near-Term Repair**, Bid Number **K-23-2133-DBB-3**, in the total amount Four Million Eighty Seven Thousand Dollars and Zero Cents (\$4,087,000.00) , 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 **Morena Dam Spillway Near-Term Repair**, on file in the office of the Purchasing & Contracting Department as Document No. **11004714**, 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 **Morena Dam Spillway Near-Term Repair**, Bid Number **K-23-2133-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 Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney  
By 

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

Print Name: Justin Stanek  
Deputy City Attorney

Date: 7/12/2023

Date: 9/29/23

CONTRACTOR

By 

Print Name: Mark Dowsing

Title: President

Date: 5/24/27

City of San Diego License No.: B1992002970

State Contractor's License No.: 549309

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: PW-100863563

## **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

---

### COVID-19 VACCINATION ORDINANCE CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

#### TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

## **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". 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"), 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:

**Morena Dam Spillway Near-Term Repair**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2133-DBB-3**; SAP No. (IO) **11004714**; 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 <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
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

Morena Dam Spillway Near-Term Repair, Bid No. K-23-2133-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 13th day of April, 2023

Orion Construction Corporation (SEAL)  
(Principal)

By: [Signature]  
(Signature)  
Mark Dowsing, President

Western Surety Company (SEAL)  
(Surety)

By: [Signature]  
(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 13 2023 before me, Natassia 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: \_\_\_\_\_

## 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 April 13, 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)







### Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31<sup>st</sup> day of March, 2020.

Rosemary Quinn  
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

# 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.

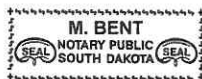
Paul T. Bruflat, Vice President

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 13th 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](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**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 4/17/23

**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
Jason Danks, VP - Operations Manager		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



4/27/23

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
<p>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): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract awards</i>, executing <i>contracts</i>, participating as a <i>subcontractor</i>, employee, agent or representative of another <i>person</i> contracting with the City.</p>

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

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

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


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

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

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

Contractor Name: Orion Construction Corporation

Certified By Mark Dowsing Title President

Name 

Date 4/17/23

Signature

**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	PRESIDENT
JEFFREY HICKS	

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
NOVA SERVICES, INC. (DBA)	
BARNETT QUALITY CONTROL SERVICES	
DANNY BARNETT	PRESIDENT

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
CHRISTINE L. HARVEY	PRESIDENT MD.
DBA LEOPOLD BIOLOGICAL SERVICES	SOLE PROPRIETOR

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
MCGRATH HOLD	
MICHAEL MCGRATH	PRESIDENT

Contractor Name: Orion Construction Corporation

Certified By Mark Dowsing Title President

Name  
  
 Signature

Date 4/17/23

\*USE ADDITIONAL FORMS AS NECESSARY\*\*



# City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: [JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)  
Phone No. (619) 533-4491

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## ADDENDUM A



**FOR**

## MORENA DAM SPILLWAY NEAR-TERM REPAIR

BID NO.:	<u>K-23-2133-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>11004714</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>N/A</u>
PROJECT TYPE:	<u>HB</u>

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**BID DUE DATE:**

**2:00 PM  
MARCH 29, 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. ATTACHMENTS**

1. To Attachment C, Equal Opportunity Contracting Program, Section B, SLBE-ELBE Subcontracting Requirements, **Subsection D, SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES**, pages 42 to 43, **DELETE** in their entirety and **SUBSTITUTE** with the following:

### **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.

**C. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Attachment E, **SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**, page 53, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**1-2. TERMS AND DEFINITIONS.** To the “WHITEBOOK”:

To item 47, “Holiday”, ADD the following:

<b>Holiday</b>	<b>Observed On</b>
Juneteenth	June 19

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

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

**D. CERTIFICATIONS AND FORMS**

1. To Contractor Certification, COVID-19 VACCINATION ORDINANCE (form), page 120, DELETE in its entirety.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 23, 2023*  
San Diego, California

RA/AJ/na

# City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: [JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)  
Phone No. (619) 533-4491

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## ADDENDUM B



**FOR**

## MORENA DAM SPILLWAY NEAR-TERM REPAIR

BID NO.:	<u>K-23-2133-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>11004714</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>N/A</u>
PROJECT TYPE:	<u>HB</u>

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**BID DUE DATE:**

**2:00 PM  
APRIL 17, 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.**

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 27, 2023*  
San Diego, California

RA/AJ/na

# City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: [JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)  
Phone No. (619) 533-4491

## ADDENDUM C



**FOR**

## MORENA DAM SPILLWAY NEAR-TERM REPAIR

BID NO.:	<u>K-23-2133-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>11004714</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>N/A</u>
PROJECT TYPE:	<u>HB</u>

**BID DUE DATE:**

**2:00 PM  
APRIL 17, 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. The contract plans, Drawings S-5 through S-14, include tables listing quantities for the four types of concrete repairs. The bid form includes Lump Sum Item 3 for "Construction of Morena 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.

A1. Confirmed.

Q2. Drawings S-5 through S-13 include Note 4 stating "At top of ogee crest, Contractor to chip away overpour and repair as necessary per Type I". Are the quantities required for the Type I ogee crest repairs already included in the tables on each drawing, or are these repairs in addition to the quantities listed? If the ogee crest repair quantities are not included in the tables, please provide estimated quantities for bidding purposes.

A2. These areas are included in the Type 1 quantities.

Q3. The detail for Type II Concrete Crack Repairs on Drawing S-15 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-5 through S-14 is about 2,775 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.

A3. For bidding purposes assume 80% of the crack injection follow 5a Sikadur 35, and 20% would be 5b SikaGrout.

- Q4. Drawing S-15 includes a note "Approximate limits of rock and boulder removal. Estimated Quantity = 27 cubic yards. Rocks to be pushed off spillway concrete slab". Please confirm that the quantity of 27 CY shall be the basis of the bid price for Item 3, and that if any additional rock removal is deemed necessary, it will be paid for from Bid Item 5 - Field Order Allowance.
- A4. Confirmed.
- Q5. The concrete repair tables on Drawings S-5 through S-14 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 310 CF. The spall repair materials identified in the Type I Spall Repair Detail on Drawing S-15 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.
- A5. 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.
- Q6. The concrete repair tables on Drawings S-5 through S-14 list the quantities for Type III concrete hole patch repairs in cubic feet. The total quantity of Type III hole repairs listed in the tables is about 180 CF. The repair material identified in the Type III Hole Repair Detail on Drawing S-15 is Sikagrout 328, which is packaged in units of 0.44 CF. We counted approximately 200 locations on Drawings S-5 through S-14 where Type III hole repairs are to be done. This averages about 0.90 CF per hole, which will require about 2 units of Sikagrout 328. Please confirm that payment for Type III Repairs will be based on the number of whole units of repair product used at the listed CF per unit.
- A6. 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.

- Q7. 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.
- A7. Confirmed, the City will be responsible for paying for these services.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *April 10, 2023*  
San Diego, California

RA/AJ/na



## 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** estimating@orionconstruction.com  
**Vendor Type** CADIR  
**License #** 549309  
CADIR 1000010760

### Bid Detail

**Bid Format** Electronic  
**Submitted** 04/17/2023 1:24 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 327291

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Debarment and Suspension Certification.pdf	Debarment and Suspension Certification.pdf	PRIME - DEBARMENT AND SUSPENSION CERTIFICATION
Debarment and Suspension Certification Subcontractors.pdf	Debarment and Suspension Certification Subcontractors.pdf	SUBS, SUPPLIERS, MANUF. - DEBARMENT AND SUSPENSION CERTIFICATION
Bid Bond (3).pdf	Bid Bond (3).pdf	Bid Bond

## Subcontractors

Showing 4 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Leopold Biological Services</b> 11160 Portobelo Drive San Diego, California 92124	Biological Consulting Services - ELBE - Consultant	N/A	1000021556	\$6,198.00	DBE, WBE, SDB, FEM, WOSB, CAU, Local
<b>MCGRATH HOLDINGS, INC.</b> PO BOX 2488 EL CAJON, California 92021	Water Pollution Control Plan - ELBE - Consultant	N/A Consultant	1000037165	\$700.00	Local
<b>NOVA Services, Inc. DVBE/SLBE</b> 4373 Viewridge Ave Suite B San Diego, California 92123	Testing and Special Inspection - SLBE - Consultant	N/A Consultant	1000007909	\$82,000.00	DVBE, CADIR, SLBE, SDVSB, Local
<b>Solid Structures, Inc.</b> P. O. Box 848 La Mesa, California 91944	Portions of Concrete Spall Repair - ELBE - Constructor	758791	1000015100	\$525,000.00	Local

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Main Bid</b>							<b>\$4,087,000.00</b>		
1	524126		Bonds (Payment and Performance)	LS	1	\$35,000.00	\$35,000.00	Yes	
2	236220		Permits (EOC Type I)	AL	1	\$5,000.00	\$5,000.00	Yes	
3	237990		Construction of Morena Dam Spillway Repair	LS	1	\$3,385,000.00	\$3,385,000.00	Yes	
4	237990		Mobilization	LS	1	\$120,000.00	\$120,000.00	Yes	
5			Field Orders (EOC Type II)	AL	1	\$500,000.00	\$500,000.00	Yes	
6	541330		WPCP Development	LS	1	\$2,000.00	\$2,000.00	Yes	
7	237310		WPCP Implementation	LS	1	\$40,000.00	\$40,000.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid	\$4,087,000.00
Grand Total	\$4,087,000.00