

City of San Diego

CITY CONTACT: SHEILA BOSE, 600 B Street Suite 800 MS 908A, San Diego, CA 92101

Email: sbose@sandiego.gov, Phone: (619) 533-4698, Fax (619) 533-5176

CG/NB/egz

REQUEST FOR PROPOSAL (RFP)



FOR WALKER NEIGHBORHOOD PARK PLAYGROUND UPGRADES DESIGN-BUILD CONTRACT

RFP NO.:	<u>5201DB</u>
BID NO.:	<u>K-12-5201-DB1-D</u>
SAP NO. (WBS/CC/IO):	<u>S-10092</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>5</u>
PROJECT TYPE:	<u>GB</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

PROPOSAL DUE:

12:00 NOON

APRIL 24, 2012

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTING GROUP

1200 THIRD AVENUE, SUITE 200, MS 56P

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

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1.0 INTRODUCTION

1.1 This is the City of San Diego’s (City) first step (in a 1-step process) in the selection process to provide Design-Build services for the **Walker Neighborhood Park Playground Upgrades Design-Build Contract** (Project). The Design-Builders shall disregard references to RFQ and SOQ documents in this RFP.

1.2 Class “A” contractor’s license will be required.

The Design-Builder shall ensure that Design-Builder’s license(s) shall be valid when Proposal is submitted. Failure to comply with this requirement will result in:

- 1) The rejection of the Proposal.

1.3 The Design-Builders interested in bidding this project shall be pre-qualified through the City’s Prequalification program:

The Design-Builders must submit a complete prequalification application to the City of San Diego, Public Works Department – Engineering and Capital Projects Pre-Qualification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101.

Information about the Pre-Qualification Program and the required application materials are available on the City’s web site. Please contact Dave Stucky at (619) 533-3474 or dstucky@sanidiego.gov for additional information about the Pre-Qualification Program.

Design-Builders shall receive prequalification clearance **no later than the Proposal due date and time**. Prequalification materials shall be received at the above address no later than 2 weeks prior to the Proposal due date.

1.4 This RFP describes the Project, the required scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal. Failure to submit information in accordance with this RFP’s requirements and procedures may be cause for disqualification.

1.5 Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project’s preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department’s Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2.0 EQUAL OPPORTUNITY

2.1 As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City’s expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.

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

- 2.3** The City has determined a **10% mandatory SLBE-ELBE** subcontracting participation. The City has also determined a **voluntary subcontractor participation of 10%**, equating to **20% in total subcontractor participation**, to enhance competition and maximize subcontracting opportunities. Percentages are based on the Contract Price, less Field Orders, Additive, Deductive and Allowance Bid items

The Proposal shall be deemed **non-responsive** if it fails to meet the mandatory subcontracting participation shown above on the Subcontractor and Supplier listings submitted with the Bid or to submit good faith effort documentation within 1 Working Day after the Public Ranking meeting if Contractor fails to meet the SLBE-ELBE goal.

The Design-Builders' commitment to the City's principles of equal opportunity in achieving the desired subcontractor participation levels will be evaluated as specified in the RFP. See Attachment B, "Proposal Submittal Requirements and Selection Criteria" for more information.

3.0 PROJECT BACKGROUND AND DESCRIPTION

See Attachment A.

4.0 SCOPE OF WORK AND SERVICES

Work and Services required of the Design-Builder include those during design and construction. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project, as described in Attachment A.

5.0 SELECTION PROCESS

Each Design-Builder shall submit separate "Technical" and "Price" Proposals as described in this RFP.

5.1 Technical Proposal Requirements

5.1.1 Failure to comply with this section will render the Design-Builder's submittal invalid and disqualify it from this selection process.

5.1.2 The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder's qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 500 words per page.

NOTE: A cover letter may be submitted but SHALL not contain any information that is a required element of the Technical Proposal (i.e. acknowledgement of addenda)

5.1.3 The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.

5.1.4 The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in Attachment B. The contents of the Proposal shall be organized consistent with the Attachment B.

5.2 Price Proposal Requirements

- 5.2.1** One executed original, clearly marked on the cover, of the Price Proposal shall be submitted in a separate sealed envelope. Refer to Attachment ‘D’ of this RFP for the Price Proposal form to be used.
- 5.2.2** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 5.2.3** The lowest proposed price is not the determining factor for award of this contract. See Attachment ‘B’ for criteria from which the proposals will be evaluated.
- 5.2.4** In case of discrepancies, written numbers will govern over numerical. The summation of all lump sum, unit prices, allowances and any other priced items will govern over the total price in case of discrepancies between the two.
- 5.2.5** Certain EOCP information (i.e., Subcontractors and Suppliers listings) that indicates the dollar value of the portions of the work to be performed by the Subcontractors and Suppliers shall be submitted as part of the Price Proposal.

5.3 Submittal Requirements

5.3.1 Technical Proposal

- 5.3.1.1** The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- 5.3.1.2** One executed original, clearly and conspicuously marked on the cover, and 6 copies are to be submitted in a sealed package marked “Technical Proposals” clearly and conspicuously in its face. The following information will be clearly marked on the outside of each package:
 - Name of Design-Builder
 - Project Title
 - “Technical Proposal” Package Number (e.g., 1 of 16, 2 of 16, etc.)
 - Marked “CONFIDENTIAL” (in red)

- 5.3.1.3** The Technical Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

The Design-Builder shall provide the names of the principal individual owners of the firm. In the event the firm is employee owned or publicly held, then the fact shall be stated and the names of the firm’s principals or officers shall be provided.

- 5.3.1.4** Failure to comply with the requirements of this RFP may result in disqualification.
- 5.3.1.5** Technical Proposals and modifications thereto received subsequent to the hour and date specified above will render the Design-Builder’s submittal invalid and will cause its disqualification from this selection process.
- 5.3.1.6** Proposals that deviate from the RFP and Bridging Documents supersede the RFP in accordance with 2-5.2, “Precedence of Contract Documents.”

Design elements which deviate from the scope of Work, City's design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Attachment B, "Exception to this RFP" of the Proposal and brought to City's attention during the presentation and interview.

5.3.1.7 Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to the Proposal due date. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to City's online service(s) e.g., e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents).

Questions received less than 14 days prior to the Proposal due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any addenda that have been issued and to include all such information in its Proposal.

5.3.2 Price Proposal

5.3.2.1 The Price Proposal shall be submitted separately from the Technical Proposal and shall be received no later than the time and date shown on the cover of this RFP.

Submittal of the Price Proposal after the date stipulated in this section will be cause for rejection of the entire Proposal and disqualification of the Design-Builder for this selection process.

5.3.2.2 The Price Proposal is to be submitted in sealed packages with the following information clearly marked on the outside of each package:

Name of Design-Builder
Project Title
"Price Proposal" Marked "CONFIDENTIAL" (in red)

5.3.2.3 Failure to comply with the requirements of this RFP may result in disqualification.

5.3.2.4 Price Proposals or modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittals invalid and will cause their disqualification in the selection process.

5.4 Review of Technical Proposal

5.4.1 Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

5.5 Technical Presentation

Not Used.

5.6 Final Selection (Best Value i.e., Best Design for a Lump Sum Price)

There is no benefit to the Design Builder for any proposal which costs less than the Best Value Total Bid price specified in the PRICE PROPOSAL FORMS.

The City will select a Design-Builder that will offer the best value for the design and construction of playground and accessibility upgrades per the scope shown in Attachment ‘A’ and the requirements of this contract for the Best Value Total Bid price specified in the PRICE PROPOSAL FORMS.

The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described in Attachment ‘B’ to select the Design-Builder. Design-Builders will be notified in writing of the City’s final decision.

The Design-Builder is responsible to demonstrate by submittal of their package that the complete design, product, and installation can be accomplished for the Contract Price.

6.0 Policies, Procedures and Guidelines

6.1 The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.

6.2 A Ranking Panel (Panel) will be established for this project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at Large, as required and other agencies e.g., the State Water Resource Control Board, etc.).

6.3 The Panel will review all proposals received and when required interview each Design-Builder in accordance with Attachment ‘B’ of this RFP. Based on the Design-Builder's Proposal and the Project’s Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications in a public meeting. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee. The public meeting will be held at 2:30 PM at Public Works Contracting Group (PWCG), 1200 Third Avenue, Suite 200, San Diego, California, 92101 as scheduled in Section 8.

6.4 The Mayor or designee will make the final recommendation to City Council concerning the proposed agreement. The City Council has the final authority to approve the Contract.

7.0 EVALUATION CRITERIA

The evaluation criteria and the respective weights that will be given to each criterion are attached as Attachment ‘B’.

8.0 SELECTION AND AWARD SCHEDULE

The City anticipates that the process for selecting a Design-Builder, and awarding the contract, will be according to the following tentative schedule:

8.1	Pre-Proposal Meeting	April 4, 2012
8.2	Proposal Due Date	April 24, 2012
8.3	Interviews	Not Used
8.4	Public Ranking Meeting	May 15, 2012
8.5	Selection and Notification	May 22, 2012
8.6	Receipt of Bonds and Insurance Certificates	June 5, 2012
8.7	Notice to Proceed	June 12, 2012

9.0 PRE-PROPOSAL ACTIVITIES

9.1 Questions Concerning RFP

All questions regarding the RFP shall be presented in writing to the PM at the USPS or the e-mail address identified on the cover sheet of this RFP.

9.2 Pre-Proposal Meeting

A Pre-Proposal meeting will be held from 10:00 AM to 11:00 AM, at 1200 Third Avenue, Suite 200, large conference room, San Diego, CA, 92101. All potential responders are **encouraged** to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is not necessary for all members of a Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be held accountable for receiving and applying all information discussed at the Pre-Proposal Meeting.

Bid shall be considered non-responsive if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet when such a meeting has been specified to be required.

9.3 Revision to the RFP

The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP will be mailed to all RFP holders. The City reserves the right to extend the date by which the Proposals are due.

10.0 SPECIAL CONDITIONS

10.1 Reservations

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for Work.

10.2 Public Records

After the selection process is complete and a contract is signed between the City and the winning Design-Builder, all Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public view.

10.3 Right to Cancel

The City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Design-Builders will be notified in writing by the City.

10.4 Additional Information

The City reserves the right to request additional information or clarifications from or interview any or all Design-Builders.

10.5 Public Information

Release of Public Information - Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

10.6 Changes to Key Personnel and Substitution of Subcontractors

10.6.1 The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its SOQ and Proposal without the written consent of the City.

10.6.2 The Design-Builder shall not change or substitute any material, Supplier Subconsultants, or Subcontractor identified in its SOQ and Proposal without written consent of the City.

10.7 Use of Reference Documents and Pre-Design Reports

10.7.1 The City has made available As-Built Plans and Reference Documents related to the Project. Use of these reports shall be for general project background information only, and shall be used at the Design-Builder’s risk. No responsibility is assumed by the City for the completeness or accuracy of these reports.

10.7.2 The following documents are attached to the Scope of Work (Attachment ‘A’):

- a. Location Map

10.8 Use of Computer Aided Drafting and Design (CADD)

The Design-Builder shall use CADD. CADD drawings, figures, and other work shall be produced by the Design-Builder using MicroStation software. Conversions of CADD work from any other non-standard CADD format to City standard MicroStation format shall not be acceptable in lieu of this requirement unless specified otherwise in the Contract Documents. Refer to City’s CADD Standards for detailed requirements.

10.9 Scheduling and Management Reporting Systems

The Design-Builder will be required to use the latest version of the Primavera Project Management and Scheduling Software or equal.

10.9.1 The City will require the Design-Builder to submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project.

10.9.2 The Design-Builder shall anticipate that the development of this schedule will require at least 3 steps; (1) development of a work breakdown structure by the Design-Builder and submittal to the City for review; (2) development of interface procedures (and software, if necessary) to communicate from the Design-Builder's computer networking software to the City's networking software (Primavera), and (3) development of an activity network for submittal to the City for review and concurrence.

10.9.3 The Design-Builder will be required to furnish activity status and network updates on disks in a format that will interface with the City's scheduling system. The City will utilize the schedule information supplied by the Design-Builder in to review progress payments and to monitor the progress of the project against the agreed schedule requirements.

10.10 Project Schedule

10.10.1 The City has established the following tentative milestones for the Project:

- | | | |
|----|---|------------------|
| a. | Issue Design Notice to Proceed (NTP) for design | June 12, 2012 |
| b. | Approve Project Schedule | June 19, 2012 |
| c. | Obtain Design Approvals/Permits from
Division of State Architect and City of San Diego | October 19, 2012 |
| d. | Issue Construction NTP | October 26, 2012 |
| e. | Construction Completion | March 29, 2013 |
| f. | Issue Notice of Completion | March 19, 2013 |

For the Contract Time refer to Contract Front End Volume 1, Invitation to Bids (see Attachments).

10.11 Acknowledgement of Addenda

The Design-Builder shall confirm in its Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered **non-responsive** and ineligible for further consideration.

10.12 The agreement, terms and conditions are included in The City's Front End Contract Documents Volume 1 and 2, The GREENBOOK Part 1, and The WHITEBOOK e.g., the City Supplement.

ATTACHMENT A

**PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND
BRIDGING DOCUMENTS**

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

PUBLIC WORKS DEPARTMENT

1.0 Project Intent:

The scope of this project is to remove and replace the existing playground, provide site furnishings and accessibility upgrades to surrounding areas.

The intent of this project is to provide a complete turn-key project ready for acceptance by the client and public use.

2.0 Project Description:

The project is located in the Walker Neighborhood Park, 10470 Black Mountain Road, Mira Mesa Community.

The Walker Neighborhood Park Site is located adjacent to San Diego Unified School District (SDUSD) property, Walker Elementary School. There is a Joint Use Agreement for these two sites and proposed improvements to the Walker Neighborhood Park will require review and approval by the Division of State Architect.

Project includes design, permit acquisition and construction of playground, site furnishings, drainage and accessibility upgrades.

3.0 Scope of Work:

A) Storm Water requirements:

1. A Water Pollution Control Plan, including development and implementation, is required for this project.

B) Play area upgrades:

1. Remove and dispose of existing playground sand.
2. Remove all subsurface concrete, drainage and other debris to a minimum 18" below the level of the concrete curb surrounding the play area.
3. Install new playground equipment designed for ages 5 – 12 years; maximize number of play components.
4. Install new surfacing in play area; Sand or Poured-In-Place rubberized paving throughout. All new surfacing, including new concrete base, filter fabric and drainage to be a minimum of 12 inches. Connect new drainage system to existing, see As-built Drawings 18223-D.

5. Surface of play area shall be a maximum of 3” below the adjacent walking surface.
6. Provide a report and certification by an independent Playground Safety Inspector that the installed play equipment and surfacing is compliant with all applicable codes and standards of the National Playground Safety Institute.
7. Playground shall be designed with a theme; playground structure and play components shall complement this theme.

C) Accessibility Upgrades:

1. Install Disabled Parking Sign, SDM-117, and paint 22 lineal feet of curb Blue to match color No. 15090 in Federal Standard 595a as specified in Section 522(b) 2 along Black Mountain Road, location to be as close as possible to the park entrance and to be approved by Engineer.
2. Replace existing drinking fountain with new accessible Hi-Lo type. Installation per SDSA SDM-107.
3. Install one new accessible bench with companion seating.
4. Install one new accessible picnic table.
5. Provide a complete accessible path of travel from new parking to play area and all new accessible site furnishings. All areas of non-compliance along accessible path of travel shall be repaired or replaced. Areas of lifting may be ground. Provide root barrier adjacent to replacement sidewalk panels per SDL-106.
6. Make all necessary repairs and adjustments to existing irrigation system and plantings that are disturbed as a result of construction activities.

D) Design and Construction Requirements:

1. Work shall meet all Federal, State, and City accessibility laws and guidelines.
2. Playground shall be designed for ages 5 - 12 years. Designs shall follow the recommendations of the Consultant’s Guide, Section 2.11 PLAYGROUNDS AND EQUIPMENT (TOT LOTS), Acceptable surfacing materials are Sand and Poured-in-Place Rubberized Paving only.
3. Play equipment and rubberized surfacing layout shall be shown on 11 inch by 17 inch plan size, at an appropriate scale to evaluate the proposal, including safety zones. Include both plan(s) and elevations(s) in color.
4. Show on the plan, list and provide catalog cuts of all play equipment, rubberized surfacing and site furnishings proposed. All must be included in the Consultant’s Guide, Appendix E APPROVED MANUFACTURERS AND PRODUCTS LIST.
5. Provide a statement of qualifications of the independent National Playground Safety Institute certified Playground Safety Inspector sub-contractor/sub-consultant, and a sample safety inspection report prepared by the certified Playground Safety Inspector.

6. Provide construction fencing during construction.
 7. Design-Builder shall obtain approval from Division of State Architect (DSA). For bidding purposes, Design-Builder can assume the DSA required construction will be limited to extending the Accessible Path of Travel of new play area and site furnishings of Walker Neighborhood Park site to the south edge of asphalt on the Walker Elementary School Site. (See Location Map)
 8. All equipment must be included in the Consultant's Guide to Park Design and Development, Appendix E Approved Manufacturers and Products List.
- E) Access Design and Construction Requirements:
1. All work shall meet all Federal, State and City accessibility laws and guidelines.
 2. All work shall follow the recommendations of the Consultant's Guide to Park Design.
 3. The equipment and resilient surface for the play area shall comply with the Play Area Guidelines published by the Access Board.

4.0 Reference Standards:

1. STANDARD SPECIFICATIONS

Document No.	Filed	Description
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update*
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STANDARD DRAWINGS

Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings *
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

NOTE: *Available online under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip>.

3. Walker-Wangenheim School Park “As-built” drawings 18223-1-D through 18223-8-D.

4. The City of San Diego Consultant’s Guide to Park Design and Development, available on line at <http://www.sandiego.gov/park-and-recreation/general-info/consultantguide.shtml>.

To “The City of San Diego Consultant’s Guide to Park Design and Development”, edition June 2011, Appendices, Appendix E “Approved Manufacturers and Products List”, E. PLAY EQUIPMENT, Page E-8, ADD the following:

- 6. **PLAY & PARK STRUCTURES**
- 7. **PLAYCRAFT SYSTEMS**



ATTACHMENT B

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC WORKS DEPARTMENT

Proposals submitted in response to this RFP shall be in the following order and shall include:

1. Identification of the Design-Builder (PASS/FAIL)

Failure to provide the Identification of the Design-Builder will result in the Proposal being considered non-responsive and ineligible for further consideration.

- a. Legal name and address of company
- b. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture identify the members of the joint venture and provide all information required under this section for each member.
- c. If company is wholly owned subsidiary of a “parent company,” identify the “parent company.”
- d. Addresses of offices located in San Diego County.
- e. Number of years that company has maintained office in San Diego County.
- f. Number of employees in San Diego County.
- g. City of San Diego Business License Number, State Contractor’s License Number (include date of expiration), and Professional Engineering/Architect License Number (include date of expiration).
- h. Name, title, address and telephone number of person to contact concerning the Proposal.

2. Addenda to this RFP (PASS/FAIL)

Design-Builder shall confirm in its Technical Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered non-responsive and ineligible for further consideration.

Design-Builders are not required to include copies of the actual addenda in its Proposal.

3. Exceptions to this RFP (PASS/FAIL)

If the Design-Builder takes exception(s) to any portion of the RFP and its attachments, the specific portion of the RFP or attachment to which exception is taken shall be identified and explained to the City in writing a minimum of 10 days prior to the date established for submittal of the Technical Proposal. Exceptions taken after the stipulated period to this RFP may be cause for rejection of the Proposal and discontinue the Design-Builders participation to this selection process. The City reserves the right to waive exception(s) as it deems in the best interests of the City.

4. Executive Summary (5 Points Max)

Include a one- to- two summary of the entire proposal describing highlights and all major elements of the proposal. Include a summary of why the Design Builder is best qualified to provide the Design Build services for this project.

Failure to provide the executive summary will result in the RFP being considered non-responsive and ineligible for further consideration.

5. Project Team (6 Points Max)

Describe the proposed management plan for this project. Describe the strength of key proposed construction and technical personnel, Subcontractors, and Subconsultants, including, but not limited to the following disciplines:

- a. State of California Licensed Architect or Civil Engineer
- b. General Contractor
- c. Playground equipment manufacturer
- d. Rubberized surfacing manufacturer
- e. Rubberized surfacing installer
- f. Independent Certified Playground Safety Inspector, include a statement of qualifications and sample safety inspection report prepared by this inspector.

6. Technical Approach and Design Concept – Play Area (40 Points Max)

Describe in detail the proposed design concept for this project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Design-Builders' technical approach. The completeness and technical merit of the design concept will be evaluated. The following elements shall be included in this Technical Proposal:

Play equipment (including fall zones) and layout of rubberized surfacing shall be shown on 11" x 17" color plans with scale appropriate to evaluate the proposal.

The following elements shall be included in this Technical Proposal:

- a. Value of equipment (**20 points**): Maximize the total number of play components within the available space and budget. Specify the number of play components.
- b. Theme/Creativity (**15 points**): Provide a prevalent, integrated theme using all elements of the proposed design. Provide a Theme Narrative (1-2 paragraphs) which describes how proposed play equipment, surfacing, colors and site furnishings contribute to this theme.
- c. Play Value (**2 points**): Play equipment shall challenge the users by addressing their physical, social and mental development while providing entertainment. A vendor who can provide a modular structure with a variety of experiences and opportunities for children to interact with each other would be preferred over one with too many similar experiences or too little opportunity for group play or interaction. Maximize accessible components for disabled users, sensory experiences and boundless play opportunities.
- d. Playground Safety and Access (**1 points**): All play equipment and layout within the confines of the existing play areas shall meet or exceed all State, Federal, and other applicable safety and access codes and guidelines. Contractors/Installers certified by the manufacturer of the equipment shall install play equipment. In order to provide stimulating experiences for children with disabilities, provide the same number of components and stimulating experiences, equivalent but not necessarily the same, at the top of modular equipment as below.

- e. Durability (**2 points**): Ease of maintenance and durability of all materials (industrial grade) is important to enable Park and Recreation (P&R) staff to provide the community with a minimum of 15 years of use without need for repainting, repair, and resurfacing.

7. Technical Approach and Design Concept – Site Access (20 points Max)

Provide an 11” x 17” plan showing proposed site access related improvements. All access related upgrades as described in Attachment A shall be addressed. Identify Path of Travel on plan and describe all proposed improvements for entire length of Path of Travel. Include type of upgrade (repair or replace) and amount of each. Also provide a narrative describing the methods to ensure compliance of all required access improvements.

8. Design Build Schedule (4 Points Max)

Describe the proposed design build schedule for this project. Provide a bar chart format schedule that includes all critical project milestones and proposed task durations. Utilize scheduling software as specified in Request For Proposal, Section 10.9 Scheduling and Management Reporting Systems.

9. Equal Employment and Contracting Opportunity (25 Points Max)

Failure to submit the required EOCP information will result in Proposal being determined as non-responsive.

Subcontractor Documentation

The Design-Builder shall, at a minimum, provide with its Technical Proposal a listing of at least 3 of the largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal, using Form AA15 and AA30. Note: Subcontractors include design professionals, as well.

Work which requires Subcontractors that are not listed by Design-Builder at time of Award shall be let by Design-Builder in accordance with a competitive bidding process performed solely at Design-Builder’s expense. Design-Builder shall provide public notice of the availability of the Work to be subcontracted, obtain competitive bids, and provide a fixed date and time on which the subcontracted Work will be awarded. Subcontractors bidding on subcontracts pursuant to this provision shall be afforded the protection of all applicable laws, including Public Contract Code sections 4100 through 4114, inclusive.

The Design-Builder may select Subcontractors and Suppliers in one of 3 competitive ways i.e., lowest responsible bidder, best value for price and qualifications, or highest qualifications. Prior to construction NTP, the Design-Builder shall do the following:

- a. Submit the selection method used to the City in accordance with 2-5.3, “Submittals.”
- b. Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City’s pre-qualification standards.
- c. Review the Subcontractors and Suppliers ultimately chosen to verify that that they have not been debarred and are in good standing as a licensed contractor in California.

- d. Open all Subcontract bids and provide to the City one copy without reservation or redaction. All records relevant to the award and performance of Subcontractors and Suppliers shall be public and provided to the City upon request and without redaction.

The City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the Design-Builder.

The Design-Builder may use its corporate-generated subcontractor agreement to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in Subcontracts by this Contract.

The points will be awarded in only one of the possible outcomes as follows:

	OUTCOME	Maximum Possible Point
1	5% - 9% participation SLBE, ELBE, DVBE, or DBE	5
2	10%-14% participation SLBE, ELBE, DVBE or DBE	10
3	15%-19% participation SLBE, ELBE, DVBE or DBE	15
4	20%-24% participation SLBE, ELBE, DVBE or DBE	20
5	25% participation SLBE, ELBE, DVBE or DBE	25

Total Points: 100

Proposals that do not contain the aforementioned components will not be considered.

ATTACHMENT C
CONTRACT FRONT END VOLUME 1

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: **SHEILA BOSE, 600 B Street Suite 800 MS 908A, San Diego, CA 92101**
Email: sbose@sanidiego.gov, Phone: (619) 533-4698, Fax (619) 533-5476.
CG/NB/egz

CONTRACT DOCUMENTS



FOR

WALKER NEIGHBORHOOD PARK PLAYGROUND UPGRADES DESIGN-BUILD CONTRACT

VOLUME 1 OF 2

RFP NO.: _____ **5201DB**
BID NO.: _____ **K-12-5201-DB1-D**
SAP NO. (WBS/IO/CC): _____ **S-10092**
CLIENT DEPARTMENT: _____ **1714**
COUNCIL DISTRICT: _____ **5**
PROJECT TYPE: _____ **GB**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

((((((((((((((((((((ATTENTION))))))))))))))))))

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”) now contains the following distinct Contract Documents:

- 1) **Equal Opportunity Contracting Program Requirements** - This Contract Document sets forth the standard requirements for the City’s equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.

- 2) **City Supplement** – The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction (“The GREENBOOK”), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: <http://www.bnibooks.com>

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip/>

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REQUIRED DOCUMENTS SCHEDULE

This table is intended to serve as a convenient tool for listing forms and documents required at different times. It is neither exhaustive nor must be considered a Contract Document by itself. Therefore, the users must review the entire Contract Documents and become familiar with the required documentation and the submittal schedule associated with each document.

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

The specified EOC forms are all available for download from the EOC Program's web site at:

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

ITEM	WHEN	BY	WHAT	FORMS ARE DUE WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	PROPOSAL DUE DATE/TIME	ALL BIDDERS	Price Proposal Form		√
2.	PROPOSAL DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106		√
3.	PROPOSAL DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions		√
4.	PROPOSAL DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance		√
5.	PROPOSAL DUE DATE/TIME	ALL BIDDERS	Form AA05 – Design-Build List of Subcontractors		√
6.	PROPOSAL DUE DATE/TIME	ALL BIDDERS	Form AA15 - Design-Build List of Subcontractors	√	
7.	PROPOSAL DUE DATE/TIME	ALL BIDDERS	Form AA25 - Design-Build Named Equipment/Material Supplier List		√
8.	PROPOSAL DUE DATE/TIME	ALL BIDDERS	Form AA30 - Design-Build Named Equipment/Material Supplier List	√	
9.	WITHIN 3 WORKING DAY OF PUBLIC RANKING MEETING	ALL BIDDERS	Form AA60 – List of Work Made Available	√ (if submitted with the Proposal)	
10.	WITHIN 3 WORKING DAY OF PUBLIC RANKING MEETING	ALL BIDDERS	SLBE-ELBE Good Faith Documentations	√ (If submitted with the Proposal)	
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.		

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT	FORMS ARE DUE WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: o Joint Venture Agreement o Joint Venture License		
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement		
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms – Performance Bonds and Labor and Materialmen’s Bond		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace		
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act		
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance		
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 – Work Force Report		
20.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report		
21.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report		
22.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)		
23.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report		
24.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal		

SPECIAL NOTICE
SMALL LOCAL BUSINESS ENTERPRISES (SLBE)
AND
EMERGING LOCAL BUSINESS ENTERPRISES (ELBE)
PROGRAM

1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City’s EOCP Requirements included in The WHITEBOOK.
 - 1.1. The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.
2. **AMENDMENTS TO THE CITY’S GENERAL EOCP REQUIREMENTS.**
 - III. **Equal Employment Opportunity Outreach Program (A).** **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. **AMENDMENTS TO THE CITY’S EOCP SLBE-ELBE REQUIREMENTS.**
 - VIII. **Subcontracting Efforts Review and Evaluation (2b)).** **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 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 for a minimum of 10 Working Days before the Bid or Proposal due date.”
 - VIII. **Subcontracting Efforts Review and Evaluation (3) and (4).** **DELETE** in its entirety and **SUBSTITUTE** with the following:
 3. Good Faith Effort Documentation Requirements

If the stated SLBE-ELBE subcontractor participation percentages are not met, the Bidder shall submit, within 3 Working Days of the Public Ranking Meeting, information necessary to establish adequate good faith efforts were taken to meet the contract subcontractor participation percentages. The required documentation includes the following:

 - A. **ADVERTISEMENT REQUIREMENTS**

Advertisements for subcontract work must comply with the following requirements:

 1. Advertisements must be published at least 10 Working Days prior to bid opening. Provide the names and dates of each publication of where the advertisement was published.

Note: The advertisement is not required to be published everyday for the 10 Working Days prior to bid opening.

2. There must be at least 2 advertisements published, 1 advertisement in a trade publication and 1 in a focus group publication. Additional advertising for SLBE-ELBE participation may be placed in newspapers, trade papers and on the Internet. For a listing of publications accepting advertisements, please visit the City's EOC home page at <http://www.sandiego.gov/eoc/>
 - 2.1. Newspaper advertisements must be in the Bids Wanted, Legal Notices section of the Classified Ads, Subcontracting Opportunities or Business Opportunities **NOT** the Employment Opportunities Section.
3. Advertisements must state which items or portions of work the Bidder is requesting subcontractor pricing.
 - 3.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet specified subcontracting participation percentage and at a minimum an amount of work equal to the specified subcontracting participation amount. If necessary to reach the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces or supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
4. Advertisements must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
5. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
6. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
7. Bidders **MUST** provide proof of publication of each advertisement by providing the publication affidavit which must include a legible copy of the entire advertisement and the original ENTIRE page of the publication in which the advertisement appears.

B. SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS

Bidders must directly solicit SLBE-ELBE firms on the City's approved SLBE-ELBE list. Solicitations for Subcontractor or Supplier work must comply with the following requirements:

1. The solicitation must be dated and list the name of the SLBE-ELBE firm. Solicitations must be made to the SLBE-ELBE firms at least 10 Working Days prior to bid opening.

2. Solicitation must state which items or portions of work the Bidder is requesting subcontractor pricing.
 - 2.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the specified subcontractor participation percentage and at a minimum an amount of work equal to the subcontractor participation amount. If necessary to reach the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
3. Solicitation must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
4. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE subcontractors in obtaining necessary equipment, supplies, or materials.
5. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
6. Bidder must solicit **ALL** SLBE-ELBE firms on the City's approved list, who have the NAICS code for the subcontract work sought by the Contractor.
7. Bidders must provide copies of **ALL** solicitations with one of the following forms of verification that the solicitations were sent:
 - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
 - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
 - c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

C. **SLBE-ELBE WRITTEN SOLICITATION FOLLOW-UP REQUIREMENTS**

Bidders must follow-up with all SLBE – ELBE firms that were notified of the subcontracting opportunities to determine their level of interest and commitment to bid the Project. When following up with the SLBE - ELBE firms, the Bidder must do the following:

1. Follow up communications must start no less than 5 Working Days prior to bid opening.
2. Bidders must follow up with all SLBE-ELBE firms in writing. Bidders must provide copies of **ALL** written follow up notices

with one of the following forms of verification that the follow up notices were sent:

- a) If mailed: provide copies of the metered envelopes or certified mail receipts.
- b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
- c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

3. Bidders must make at least 3 follow-up telephone calls to each SLBE - ELBE firm at least 5 days prior to bid opening date. Bidders must submit a telephone log as identified below.
 - 3.1. Submit a telephone log, as proof of telephone call, with the following requirements: project name, name of person making the phone call, name of firm contacted, contact person's name, date of call, time of call, and details of conversation.

D. SUBCONTRACT AWARD SUMMARY

Bidders must act in good faith with interested SLBE-ELBE firms and may only reject bids for legitimate business reasons. The Bidder must submit the following documentation:

1. A **DETAILED** summary sheet which includes Bid item number, scope of work, Subcontractor or Supplier name, bid amount, certification type, Subcontractor or Supplier selection and reason for selection or non-selection of all the Subcontractor or Supplier that responded.
2. Copies of all Subcontractor or Suppliers bids received including bids for areas of work that were not included in the outreach and quotes from both certified and non-certified Subcontractors or Suppliers. Subcontractor bid amounts **MUST** match the bid-listed dollar amounts on form AA05 and AA25 submitted with Bidders sealed bid and the summary sheet dollar amounts **MUST** also match these amounts. If the Bidder decides to self-perform a scope of work, the Bidder **MUST** submit a detailed quote to show that the Bidder's price is competitive to the price of the subcontractors that responded to outreach efforts. All dollar amounts and scopes of work on the Subcontractor or Supplier bid must not be altered by the prime Bidder. If a revision is necessary, a revised quote must be obtained and provided. All verbal quotes **MUST** be substantiated by corresponding written quote from the Subcontractor or Supplier.

E. OUTREACH ASSISTANCE REQUIREMENTS

Written notice of subcontractor opportunities must be forwarded to local organizations or groups to assist with outreach efforts. When contacting local organizations or groups, the Bidder **must do** the following:

1. Contact a minimum of 5 local organizations or groups to provide assistance in contacting, recruiting and using SLBE-ELBE firms by written notice. For a listing of organizations or groups offering assistance, please visit the City's EOC home page at <http://www.sandiego.gov/eoc/>
 2. Written notice must indicate the date of the notice and name of the local organization or group. Written notices must be forwarded to the organizations or groups at least 10 Working Days prior to bid opening.
 3. Written notice must state which items or portions of work the Bidder is requesting subcontractor pricing.
 - 3.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the subcontractor participation percentage, and at a minimum an amount of work equal to the subcontracting participation amount. If necessary to reach the subcontractor participation percentage, the work should include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
 4. Written notice must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
 5. Written notice must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
 6. Written notice must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
 7. Bidders must provide copies of **ALL** notices with one of the following forms of verification that the notices were sent:
 - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
 - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
 - c) If emailed: provide copies of the email delivery confirmation sheet(s).
- No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

4. **SUBCONTRACTING PARTICIPATION PERCENTAGES.** The City has determined a **10% mandatory SLBE-ELBE** subcontracting participation. The City has also determined a **voluntary subcontractor participation of 10%**, equating to **20% in total subcontractor participation**, to enhance competition and maximize subcontracting opportunities. Percentages are based on the Contract Price, less Field Orders, Additive, Deductive and Allowance Bid items
5. **PRE-PROPOSAL MEETING.** A Pre-Proposal Meeting is scheduled for this contract as specified in the RFP. The purpose of this meeting is to inform prospective Bidders of the submittal requirements and provisions relative to the SLBE Program. Bidders are strongly encouraged to attend the Pre- Proposal Meeting to better understand the Good Faith Effort requirements of this contract.
6. **MANDATORY CONDITIONS.** Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions.
 - 6.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 6.2. Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Public Ranking meeting if the overall mandatory participation percentage is not met.
7. **BID DISCOUNT.** This contract **is not** subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).
8. **RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website.

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

1. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the design and construction of the Project as described in the RFP.
 - a) The Work shall be performed in accordance with:
 - i. Design-Build Bridging Documents included as attachment to the RFP.
2. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **198 Working Days**.
3. **WAGE RATES:** Prevailing wages are not applicable to this project unless specified otherwise on the cover page of these specifications and when included in these specifications. See Funding Agency Provisions that follow this Invitation to Bid for more information.
4. **INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

You must ensure all required insurance certificates and endorsements are submitted accurately and on time. Failure to provide the requisite insurance documents by the date stated in the City's Notice of Intent to Award will result in delay of contract award and may result in annulment of the contract award or other more severe sanctions as provided in the City's Municipal Code §22.0807(e),(3)-(5).

Tony Heinrichs, Director
Public Works Department

INSTRUCTIONS TO BIDDERS

- 1. PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the total amount proposed, inclusive of all alternate bid items or the specified Task Order limits prior to the date of Bid submittal.

For Design-Build As-Needed contracts, if the total active work issued would limit the RFP for a new Task Order authorization to only 1 eligible firm of the short-listed firms, thus creating a non-competitive situation, that Task Order authorization(s) will be held until enough active work is deemed by the City to be completed and closed, thereby creating available eligibility for competition, or the City at its sole discretion can advertize a new open RFP for the needed project requirement.

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, will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering and Capital Projects Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at (619) 533-3474 or dstucky@sandiego.gov.

- 2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- 3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 4. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- 5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."

7. **AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

8. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
9. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
10. **QUESTIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to eBidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts).

The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, EOC information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Administration, Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any addenda that have been issued and to include all such information in its Bid.

11. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
12. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.

- 13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Document Schedule" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid.

The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

- 14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):** With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

- 15. AWARD OF CONTRACT OR REJECTION OF BIDS:** This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

- 16. BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Due to time constraints, Bid results cannot be given out over the telephone.

- 17. THE CONTRACT:** 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, 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 10

Working 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.

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. 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.

18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

19. DRUG-FREE WORKPLACE:

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Director, Purchasing & Contracting Department.

20. AMERICANS WITH DISABILITIES ACT:

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.
- b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
 - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
 - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
 - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

21. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

“**Compliance with San Diego Municipal Code §22.3224:** Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL: The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

<http://www.sandiego.gov/eoc/laborcompliance/#manual>.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. (619) 236-6000.

- 23. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§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.

- 25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

26. LIMITED COMPETITION: When designated as restricted competition on the cover page, this contract may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City’s web site: <http://www.sandiego.gov>.

27. PRE-AWARD ACTIVITIES:

Pre-award Submittals - The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

CONTRACT FORMS AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 10 day of August, 20 12, by and between The City of San Diego [City], a municipal corporation, and **HTA Engineering & Construction, Inc.** [Design-Builder], for the purpose of designing and constructing the **Walker Neighborhood Park Playground Upgrades Design-Build Contract** in the amount of **Two Hundred Twenty-Five Thousand Dollars (\$225,000.00)**. City and Design-Builder are referred to herein as the "Parties."

RECITALS

- A. City desires to construct the Project located in the City of San Diego, California.
- B. City desires to contract with a single entity for design and construction of the Project, as set forth in this agreement.
- C. The City has issued a Request for Proposals [RFP] for **K-12-5201-DB1-D** pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this agreement.
- G. Execution of this agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

INTRODUCTORY PROVISIONS

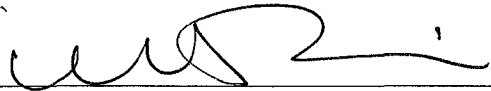
- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. All Exhibits referenced in this agreement are incorporated into the Contract by this reference.
- C. This agreement amends the Standard Specifications for Public Works Construction [The GREENBOOK], including supplement amendments set forth in the City of San Diego Supplement [City Supplement]. All changes and or additions are stated herein and all other provisions remain unchanged.

**CONTRACT FORMS (continued)
AGREEMENT**


IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By 

Jan I. Goldsmith, City Attorney

By 

Print Name: _____
Downs Prior, Principal Contract Specialist

Print Name: Katherine A. Malcolm
Deputy City Attorney

Date: 8/20/12

Date: 8/22/12

CONTRACTOR

By 

Print Name: Hatim Askar

Title: President

Date: 08/06/12

City of San Diego License No.: B2003002053

State Contractor's License No.: 798372

EXECUTED IN TRIPLICATE
BOND NO. 1000957085
PREMIUM: \$4,375.00

Premium Is For Contract Term
And Is Subject To Adjustment
Based On Final Contract Price

CONTRACT FORMS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

DBA: HTA CONSTRUCTION
HTA Engineering & Construction, Inc., a corporation, as principal, and **U.S. SPECIALTY**
INSURANCE COMPANY, a corporation authorized to do business in the State of
California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally,
to The City of San Diego a municipal corporation in the sum of
Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) for the faithful performance of the
annexed contract, and in the sum of **Two Hundred Twenty-Five Thousand Dollars (\$225,000.00)**
for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Walker Neighborhood Park
Playground Upgrades Design-Build Contract, K-12-5201-DB1-D**, San Diego, California then the
obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full
force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all
persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5
of Title I of the Government Code of the State of California or under the provisions of Section 3082
et seq. of the Civil Code of the State of California.

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

CONTRACT FORMS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated AUGUST 2, 2012

Approved as to Form and Legality

HTA ENGINEERING & CONSTRUCTION, INC.
DBA: HTA CONSTRUCTION

Principal

By Hatim T. Askan

HATIM T. ASKAN, PRESIDENT

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By [Signature] 8/22/12
Deputy City Attorney

U.S. SPECIALTY INSURANCE COMPANY

Surety

By Mark D. Iatarola

MARK D. IATAROLA, Attorney-in-fact

Approved:

[Signature]

Downs Prior, Principal Contract Specialist

601 SOUTH FIGUEROA STREET, SUITE 1600

Local Address of Surety

LOS ANGELES, CA

Local Address (City, State) of Surety

310/649-0990

Local Telephone No. of Surety

Premium is For Contract Term
And is Subject To Adjustment
Based On Final Contract Price

Premium \$ 4,375.00

Bond No. 1000957085

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

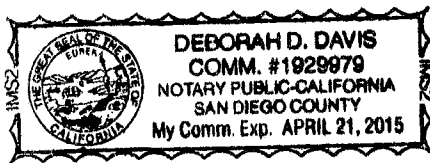
STATE OF CALIFORNIA

County of SAN DIEGO }

On 8/2/2012 Date before me, DEBORAH D. DAVIS, NOTARY PUBLIC Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

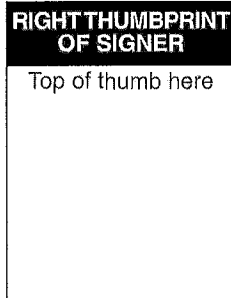
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

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



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

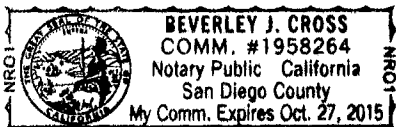
STATE OF CALIFORNIA

County of San Diego }

On 08/06/12 before me, Beverley J. Cross, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Natim J. Askew
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

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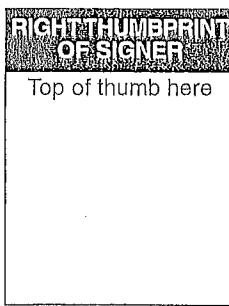
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Natim J. Askew

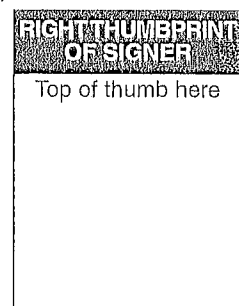
- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifteen Million***** Dollars (\$ *15,000,000.00*).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature] Daniel P. Aguilar, Vice President

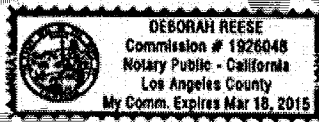
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2ND day of AUGUST, 2012.

Corporate Seals



[Signature] Jeannie Lee, Assistant Secretary

Bond No. 1000957085 Agency No. 4013

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Walker Neighborhood Park Playground Upgrades Design-Build Contract

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 INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;

HTA Engineering & Construction, Inc.
(Name under which business is conducted)

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

Signed Hati Askar
Printed Name Hati Askar
Title President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Walker Neighborhood Park Playground Upgrades Design-Build Contract

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

HTA Engineering & Construction Inc.
(Name under which business is conducted)

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

Signed Hatim Askar

Printed Name Hatim Askar

Title President

AFFIDAVIT OF DISPOSAL

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

Walker Neighborhood Park Playground Upgrades Design–Build Contract
(Project)

as particularly described in said contract and identified as Bid No. **K-12-5201-DB1-D**; SAP No. (WBS/IO/CC) **S-10092**; 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 _____, 2_____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for “Plain Language” to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and “us” as "the City" and "our" as "the City's.”

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

Certificate of Compliance – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Certificate of Compliance – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

Contract Documents – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City’s EOCP Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference

Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

ADD: Limited Notice To Proceed – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

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

The Normal Working Hours shall be 8:30 AM to 3:30 PM.

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1.2.2 Joint Venture Contractors. To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, "CONTRACT CHANGE ORDER (CCO)" with each CCO proposal. Form CC10 is available for download from the EOCP site at: <http://www.sandiego.gov/eoc/pdf/cc10.pdf>

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

MODIFY the first paragraph by waiving the requirement for the Contractor to self perform at least 50% of the Contract Price.

2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

2-5.2 Precedence of Contract Documents. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

2-5.2 Precedence of Contract Documents. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for Design-Build contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOC Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for Design-Build contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for Design-Build contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

2-5.3.1 General. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance

of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.4.1 General. ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-5.4.2 Asset Specific Red-lines (d). ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

2-5.5 As-built Drawings. ADD the following:

As-built Drawings shall be the responsibility of the Contractor. Design-Builder shall also provide two 11' x 17" size color, laminated copies of copies of irrigation As-builts if any modifications are made to existing irrigation system.

2-6 WORK TO BE DONE. ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to possess valid appropriate license(s) for the Work being performed.

2-9.1 Permanent Survey Markers. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey markers, survey monuments, lot stakes (tagged), and benchmarks. The Engineer or the owner on a Private Contract, will, at its cost, file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb or permanently cover survey markers, survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed without permission. Replacement shall be done only under the direction of

the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions.

2-9.2 Survey Services. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall be responsible for all surveying services or as may be specified in these special provisions.

The payment for survey services shall be included in the various Bid items unless a Bid item for Survey Service has been provided.

2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

2-11 INSPECTION. ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

ADD: 2-17 CONTRACTOR REGISTRATION. The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <https://pro.prismscompliance.com/contractor/plugins/pages/contractormenu.aspx>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

SECTION 3 – CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs. To the City Supplement, (a) Labor, 1st and 2nd paragraphs, DELETE their entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL

REPORTING FORM' which is available at <http://www.sandiego.gov/eoc/pdf/payrollreport.pdf> to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.4 Inspection Paid For By the Contractor. To the City Supplement, ADD the following:

The Contractor shall employ and pay for the services of qualified inspection entity to perform specialty inspection services as specified here:

Independent Playground Safety Inspector

4-1.3.5 Special Inspections. To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in <http://www.sandiego.gov/development-services/industry/special.shtml>

4-1.5 Certificates of Compliance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

4-1.5 Certificates of Compliance. DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4-1.6 Trade Names or Equals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for “an equal” (“or equal”) item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.
 - i. The City will respond to the Contractor’s substitution proposal by at least 3 Working Days prior to the Bid due date. If the City fails to respond to the Contractor’s substitution proposal within the specified time period, the substitution proposal will be deemed denied.
 - ii. The Contractor may bring forward a substitution proposal after Award that was denied based on the City’s failure to respond by submitting a “Cost Reduction Proposal” in accordance with 3-1.3.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from the items originally specified will be identified.
 - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City’s review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor’s expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer’s side within the Contractor’s requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.

- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- l) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.2 Commencement of Work. To the GREENBOOK and City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

For the Design-Build contracts, the Design-Builder shall not begin construction of the Project or any portions thereof until the Engineer approves the design for the Project or portion thereof. No payment shall be made for any construction Work performed prior to the Engineer's approval. Applications for payment for such work shall not be binding on the City.

ADD: 6-1.8 Pre-construction Meeting. Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

ADD: 6-8.1 Completion. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.1 Completion. The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

6-8.2 Acceptance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.2 Acceptance. Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

6-8.3 Warranty. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.3 Warranty. Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
 2. DWT Construction (requires manufacturer's warranty)
 3. LED signal modules (requires manufacturer's warranty)
 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.

- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

ADD: 6-8.4 Latent and Patent Defect Warranty. For Design-Build contracts, the Contractor shall warrant to City that the construction, including all materials and equipment furnished as part of the construction, shall be free of latent and patent defects in materials and workmanship. The City will first provide the Contractor an opportunity to correct or replace any latent and patent defect at its own cost and expense, if notified by the City within 4 years after the date of Acceptance for patent deficiency and 10 years for a latent deficiency. If the Contractor fails to repair and replace the reported deficiency, the City will repair the deficiency and charge the Contractor for the repair.

6-9 LIQUIDATED DAMAGES. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

ADD: 7-3.1 Policies and Procedures.

- a) You must 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.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

- c) You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- e) Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

ADD: 7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

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

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

ADD: 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights. We reserve 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. We 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.

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

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

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

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

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

<u>Workers’ Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

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

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, DELETE item e) in its entirety.

7-5.3 Payment. ADD the following:

For Design-Build contracts, the City Contingency shall be used to reimburse the Design-Builder for any work requested by the City, proposed by the Design-Builder and approved by the City in writing.

Design-Builder shall obtain and pay for all permits and approvals required by Division of State Architect (DSA). Fees paid by the Design-Builder will be reimbursed by the city, with no markup.

Design-Builder shall be required to request inspections for work permitted by DSA.

Design-Builder shall not be entitled to damages or additional payments attributable to the acquisition of permits.

The Design-Builder may be given a no-cost time extension for unforeseen delays attributable to acquisition of permits.

Design-Builder shall obtain DSA approval and permits within 80 working days from the Design Notice to Proceed.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

Based on a preliminary assessment by the City, this contract is subject to WPCP.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

7-10.1 Traffic and Access. To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

7-10.2.6 Traffic Control Signs and Notices for Resurfacing and Slurry Sealing. To the City Supplement, 1st paragraph, ADD the following:

For each street segment in addition to resurfacing and slurry sealing, the Contractor shall be posted “NO PARKING” for any required preparatory work such as, but not limited to, damaged asphalt pavement replacement (mill & pave), crack seal, and tree trimming.

7-10.6 Traffic Plate Bridging. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- a) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.

- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
 - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
 - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

7-13.2 Access for Disabled Persons. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

For Design-Build contracts, the Design-Builder shall warrant and certify that all Project Plans and Specifications prepared in accordance with this contract shall meet all current requirements of the California Building Code, California Code of Regulations, Title 24 (Title 24) and the Americans with Disabilities Act (ADA) and the ADA Standards for Accessible Design. When a conflict exists between the ADA Standards for Accessible Design, Title 24 and the WHITEBOOK - City Supplement, the most restrictive requirement shall be followed. As a condition precedent to Award of this contract, the Design-Builder shall submit to City the Design-Builder Certification for Title 24/ADA Compliance.

The Design-Builder shall comply with all portions of the ADA and Title 24. (For specific services and public accommodations, The Design-Builder may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.) The Design-Builder acknowledges and agrees that the Design-Builder is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federally-mandated ADA. The Design-Builder and contractors will be individually responsible for administering their own ADA and Title 24 program.

Code Implementation:

- a) The 2010 Americans with Disabilities Act (ADA) regulations will take effect on April 15, 2011.
- b) The 2010 ADA Standards for Accessible Design will take effect on April 15, 2012. Designers may choose either the 1991 ADAAG or the 2010 ADA Standards if the project is to be designed before the adoption date but all new construction and alteration projects must comply with the 2010 ADA Standards if construction is to start on or after April 15, 2012.
- c) The 2010 California Building Code, California Code of Regulations, Title 24 will take effect on January 1, 2011.

The Design-Builder shall pay all claims, costs, losses and damages incurred by the City in undertaking remedial action to correct City determined violations of ADA or Title 24. To effectuate remedial action, the City will issue a Change Order incorporating the necessary revisions in the Construction Documents. The City will be entitled to an appropriate decrease in the Contract Price, and, if the Parties are unable to agree as to the amount thereof, The City may unilaterally issue the Change Order.

ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor's action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor's failure to abide by applicable safety, health, and environmental standards.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

ADD: 207-17.2.3 Pipe Manufacturer. Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

207-26.1.1 Polymer Concrete Water Meter Boxes. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading "PUD WATER" as well as the manufacturer's name or logo cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1,952" in diameter, supported on a 2-thick rubber pad.

Unless provided for as a separate Bid item, payment for Polymer Concrete Box shall be included in the Bid item for water services.

207-26.1.5 Polyvinyl Chloride Pipe 2" Only. To the City Supplement, DELETE in its entirety.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

ADD: 210-6 Anti-graffiti Coating. Anti-graffiti coating shall be as manufactured by Monopole, Inc. (or approved equal).

Materials shall be applied as specified below:

- a) 1st Coat: Aquaseal ME12 (Item 5200)
- b) 2nd Coat: Permashield Base (Item 6100)
- c) 3rd Coat: Permashield Premium (Item 5600 for matte finish or Item 5650 for gloss finish)
- d) 4th Coat: Permashield Premium (Item 5600 for matte finish or Item 5650 for gloss finish)

SECTION 216 – DETECTABLE WARNING TILES

216-1.2 Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

ADD: PART 8 – ENVIRONMENTAL WORKS

SECTION 801 – WATER POLLUTION CONTROL

801-2.9 Post-Construction Requirements. To the City Supplement second paragraph, ADD the following:

The decal-disc inlet markers shall be “das Duracast Curb Marker®” or approved equal.

SECTION 807 – RESOURCE DISCOVERIES

ADD: 807-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Notice of Exemption for Walker Neighborhood Park Playground Upgrade, dated October 4, 2010 as referenced in the Contract Appendix.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

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

PROJECT NO.: S-10092 PROJECT TITLE: WALKER NEIGHBORHOOD PARK PLAYGROUND UPGRADE

PROJECT LOCATION-SPECIFIC: The project is located at 10470 Black Mountain Road, within the Mira Mesa Community Planning Area.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: - WALKER NEIGHBORHOOD PARK PLAYGROUND UPGRADE. The project would include the following improvements to the existing park: replacement of a drinking fountain; installation of an accessible parking space on Black Mountain Road with curb ramp; signage and pavement marking and the installation of two ADA accessible picnic tables and concrete pads near the play area; replacement of a 360 square-foot concrete area; installation of new play area equipment for 2-5 year olds; installation of a new concrete bench with companion seating; and installation of ADA access between playground and nearby school facility. Applicant: City of San Diego, Engineering and Capital Projects Department.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Shelia Bose
Engineering and Capital Projects Department
600 B Street, San Diego, CA 92101
Phone: 619-533-4698.

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
() EMERGENCY PROJECT (SEC. 21080(b)(4); 15269(b)(c));
(X) CATEGORICAL EXEMPTION; 15301- Existing Facilities and 15303- New Construction or conversion of small structures.
() STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an Initial Study which determined that since the project is located within an existing park facility the action would not result in impacts to any resources. Furthermore the project meets the criteria set forth in CEQA Section 15301 which allows for the operation, repair, maintenance, or minor alteration of existing public or private structures, facilities, and 15303 which allows for new construction or conversion of small structures and where the exceptions listed in CEQA Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: Herrmann

TELEPHONE: (619) 446-5372

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

Meredith Humann, Senior Planner
SIGNATURE/TITLE

10/4/10
DATE

CHECK ONE:

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

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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

Department: METER SHOP 619 527 7449
2797 Camino Chelms • San Diego, California 92105-5097 • FAX 619 527 3125

NS	By
Date	

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

Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.)

Specific Use of Water:

Any return to Sewer or Storm Drain, if so, explain:

Estimated Duration of Meter Use: Check Box if Reclaimed Water

Company Information

Company Name:

Mailing Address:

City: State: Zip Code: Phone: ()

*Business License #: *Contractor License #:

A copy of the Contractor's License and/or Business License is required at the time of meter issuance.

Name and Title of Agent: Phone: ()

Site Contact Name and Title: Phone: ()

Pager #: Cell: ()

Responsible Party Name: Title:

Social Security or Cal ID #: Phone: ()

Signature: Date:

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.

Fire Hydrant Meter Removal Request

Check Box to Request Removal of Above Meter Requested Removal Date:

Provide current Meter location if different from above:

Signature: Title: Date:

Phone: () Pager: ()

For Office Use Only

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter
CIS Account #:	Deposit Amount: \$ Fees Amount: \$
Meter Serial #:	Meter Size: Meter Make & Style:
Backflow #:	Backflow Size: Meter Make & Style:
Name:	Signature: Date:

\$1,108.45 - FOR 24 HR INSTALLATION
\$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

"Exhibit C"

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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department
Attn: Meter Services
2797 Caminito Chollas
San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx-xxxx.

Sincerely,

City of San Diego Water Department



Fire Hydrant Meter Relocate/Removal Request

(EXHIBIT D)

For Office Use Only

NS Req:	FHM Fac #:
Date:	By:

Date:

Instruction: Complete pertinent information then FAX both form and map to (xxx) xxx-xxxx, mail, or hand-deliver to the City of San Diego, Water Department/Meter Shop at: 2707 Caminito Chollas San Diego, CA 92105

Meter Information

Billing Account #:	Requested Move Date:
Current Fire Hydrant Meter Location:	
New Meter Location: (Attach a detailed map, Thomas Bros map location or construction drawing.)	

Company Information

Company Name:			
Mailing Address			
City:	State:	Zip Code:	Phone: ()
Name and Title of Requestor:			Phone: ()
Site Contact Name and Title			Phone: ()
Pager #:			Cell: ()
Responsible Party Name authorizing relocation fee:			
Signature:	Title:	Date:	

Fire Hydrant Meter Removal Request

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:	
Provide current Meter location if different from above:		
Signature:	Title:	Date:
Phone: ()	Pager: ()	

For Office Use Only

CIS Account #:	Fees Amount: \$		
Meter Serial #:	Size:	Make/Style	
Backflow #:	Size:	Make/Style	
Name:	Signature:	Date:	

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

APPENDIX C
SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

[Handwritten mark]

City of San Diego

CONTRACTOR'S NAME: HTA ENGINEERING & CONSTRUCTION, INC.
 ADDRESS: 5450 COMPLEX STREET, SUITE 303, SAN DIEGO, CA 92123
 TELEPHONE NO.: 858.598.6855 FAX NO.: 858.836.1263
 CITY CONTACT: Sheila Bose, 600 B Street Suite 800 MS 908A, San Diego, CA 92101
Email: sbose@sandiego.gov, Phone: (619) 533-4698, Fax (619) 533-5476.
 CG/NB/egz

CONTRACT DOCUMENTS



FOR

WALKER NEIGHBORHOOD PARK PLAYGROUND UPGRADES DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

RFP NO.: 5201DB
 BID NO.: K-12-5201-DB1-D
 SAP NO. (WBS/IO/CC): S-10092
 CLIENT DEPARTMENT: 1714
 COUNCIL DISTRICT: 5
 PROJECT TYPE: GB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY

TABLE OF CONTENTS

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1. Bid/Proposal.....	92-94
2. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	95
3. Contractors Certification of Pending Actions	96
4. Equal Benefits Ordinance Certification of Compliance.....	97
5. Design-Build Proposal	98
6. Price Proposal Forms	99-100
7. Form AA05 Design-Build List of Subcontractors	101
8. Form AA15 Design-Build List of Subcontractors	102
9. Form AA25 Design-Build Named Equipment/Material Supplier List	103
10. Form AA30 Design-Build Named Equipment/Material Supplier List	104

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Invitation to 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.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted N/A
- (2) Signature (Given and surname) of proprietor N/A
- (3) Place of Business (Street & Number) N/A
- (4) City and State N/A Zip Code N/A
- (5) Telephone No. N/A Facsimile No. N/A

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted N/A
- (2) Name of each member of partnership [indicate character of each partner, general or special (limited):
N/A

BIDDING DOCUMENTS

(3) Signature (Note: Signature must be made by a general partner)

N/A

Full Name and Character of partner

N/A

(4) Place of Business (Street & Number) N/A

(5) City and State N/A Zip Code N/A

(6) Telephone No. N/A Facsimile No. N/A

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted HTA ENGG. & CONST., INC.

(2) Signature, with official title of officer authorized to sign for the corporation:

Hatim T. Askar
(Signature)

HATIM ASKAR
(Printed Name)

PRESIDENT
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of CALIFORNIA

(4) Place of Business (Street & Number) 5450 COMPLEX STREET, SUITE 303

(5) City and State SAN DIEGO CA Zip Code 92123

(6) Telephone No. 858-598-6855 Facsimile No. 858-536-1263

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION 498372 A HTA

LICENSE NO. 498372 EXPIRES 7/31, 2012

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: hmt@hta.org.com

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature N. J. T. Askar Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS ____ DAY OF _____, 2____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

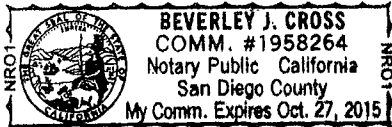
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 6193

State of California)
County of San Diego)

On 4/16/12 before me, Beverly J. Cross, Notary Public, personally appeared Natim J. Askar

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 of Notary

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- Individual, Corporate Officer(s), Partner(s), Attorney-in-fact, Trustee(s), Guardian/conservator, Other, Limited, General

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

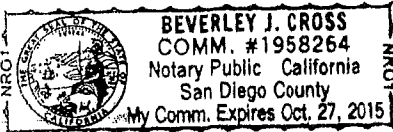
No. 5193

State of California)

County of San Diego)

On 4/16/12 before me, Beverly J. Cross, Notary Public, personally appeared Natin J. Askar

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 of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- Individual, Corporate Officer(s) (checked), Partner(s), Limited/General, Attorney-in-fact, Trustee(s), Guardian/conservator, Other.

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

Title or type of document, Number of pages, Date of document, Signer(s) other than named above.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

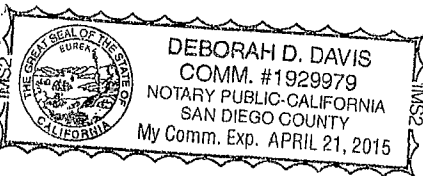
State of California)

County of SAN DIEGO)

On 4/10/12 before me, DEBORAH D. DAVIS, NOTARY PUBLIC

personally appeared MARK D. IATAROLA

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 of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- Individual, Corporate Officer(s), Partner(s), Limited/General, Attorney-in-fact (checked), Trustee(s), Guardian/conservator, Other.

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

Title or type of document, Number of pages, Date of document, Signer(s) other than named above.

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature H. J. T. Askan Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS ____ DAY OF _____, 2____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, HTA ENGINEERING & CONSTRUCTION, INC. DBA: HTA

CONSTRUCTION

_____ as Principal, hereinafter called the Principal,

and the U.S. SPECIALTY INSURANCE COMPANY,

of 601 SOUTH FIGUEROA STREET, SUITE 1600, LOS ANGELES, CA 90017, a corporation duly organized under

the laws of the State of TEXAS, as Surety, hereinafter called the Surety, are held and firmly bound unto

CITY OF SAN DIEGO as Obligee, hereinafter called the Obligee,

in the sum of TEN PERCENT OF GREATER AMOUNT BID- - - - -

Dollars (\$ 10% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for WALKER NEIGHBORHOOD PARK PLAY GROUND UPGRADES
DESIGN-BUILD CONTRACT, K-12-5201-DB1-D

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10TH day of April, 2012.

HTA ENGINEERING & CONSTRUCTION,
INC. DBA: HTA CONSTRUCTION. (Seal)
Principal

Witness

{ Hatim T. Askar
HATIM T. ASKAR, PRESIDENT Title

Witness

U.S. SPECIALTY INSURANCE COMPANY
By Mark D. Iatarola
MARK D. IATAROLA, Attorney-in-Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifteen Million***** Dollars (\$ 15,000,000.00*).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

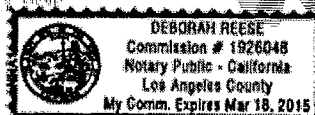
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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 Deborah Reese (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10TH day of APRIL 2012.

Corporate Seals



Jeannie Lee, Assistant Secretary

Bond No. Agency No. 4013

BIDDING DOCUMENTS

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California)
County of San Diego) ss.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

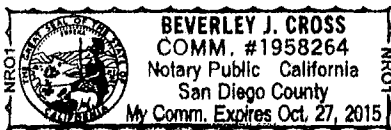
No. 6193

State of California)
County of San Diego)
On 4/16/12 before me, Beverley J. Cross, Notary Public, personally appeared Hatim J. Askar

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 of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- Individual, Corporate Officer(s) (checked), Partner(s), Limited, General, Attorney-in-fact, Trustee(s), Guardian/conservator, Other.

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT, NUMBER OF PAGES, DATE OF DOCUMENT, SIGNER(S) OTHER THAN NAMED ABOVE

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

The undersigned certifies that within the past ten 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:

Contractor Name HTA Engineering & Construction Inc.
Certified By Martin Askar Name Title President
Martin Askar Signature Date 4/16/12

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: HTA ENGG & CONST, INC Contact Name: Hatim Askar
Company Address: 5450 Compton Street, Suite 303 Contact Phone: 858.598.6855
San Diego CA 92123 Contact Email: fin@htaeng.com

CONTRACT INFORMATION

Contract Title: Walker Neighborhood Park Playground Design Start Date:
Contract Number (if no number, state location): Build Contract End Date:
12-12-5201-DBI-0

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
 - Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Hatim Askar, President Hatim Askar 2/16/12
Name/Title of Signatory Signature

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: Approved Not Approved – Reason:

rev 02/15/2011

BIDDING DOCUMENTS

Design-Build Proposal

1. The undersigned Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Walker Neighborhood Park Playground Upgrades Design-Build Contract**.
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. The Design-Builder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):
5. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: 4/16/12

Design-Builder: HTA Engineering & Construction Inc.

By: [Signature]
(Signature)

Title: President

BIDDING DOCUMENTS

PRICE PROPOSAL FORMS

The Bidder agrees to the design and construction of **Walker Neighborhood Park Playground Upgrades Design-Build Contract**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for Contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE BID							
1.	237990	Bonds (Payment and Performance)	1		LS	 	\$ 5,600
2.	541330	Engineering and Design Services for play area including: play equipment, play area surfacing and play area drainage.	1	D	LS	 	\$ 12,600
3.	541330	Engineering and Design Services for all other site improvements including accessible site furnishings, accessible parking, accessible Path of Travel, access to adjacent Walker Elementary School including Division of State Architect coordination.	1	D	LS	 	\$ 11,400
4.	541330	Storm Water Pollution	1		LS	 	\$ 1,100
5.	237990	Field Construction of play equipment, play area surfacing, play area drainage and independent play equipment inspection.	1		LS	 	\$ 144,800
6.	237990	Field Construction all other site improvements including accessible site furnishings, accessible parking, accessible Path of Travel, access to adjacent Walker Elementary School.	1		LS	 	\$ 19,500
7.	237990	Permit Allowance	1		AL	 	\$5,000.00
8.	237990	City Contingency	1		AL	 	\$25,000.00
TOTAL FOR BASE BID							\$225,000.00

* Design Element (For City Use)

Total Price For Design-Build Proposal, (Items 1 through 8, inclusive) amount written in words: Two Hundred Twenty Five Thousand Dollars & 10 cents

BIDDING DOCUMENTS

Design-Builder: HTA Engineering & Construction, Inc.

Title: President

Signature: Hatin Askan

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

HTA ENGG & CONST., INC.
Hatin Askan

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.

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 5.6 of the RFP will be determined by the City based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Proposal to be rejected as non-responsive and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. The Design-Builder's failure to submit a price for any Bid item that requires the Design-Builder to submit a price shall render the Proposal non-responsive and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Proposals shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- I. The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. Failure to acknowledge addenda shall render the Bid non-responsive and shall be cause for its rejection.

ADDENDUM 1 IS ACKNOWLEDGED & IS ATTACHED TO THIS BID.

BIDDING DOCUMENTS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builders' own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>SCHMIDT DESIGN GROUP, INC.</u> Address: <u>2655 FOURTH AV.</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92103</u> Phone: <u>619-236-1462</u>	DESIGNER	ELEG. & DESIGN	17,600	SBE	STATE OF CAL.	
Name: <u>PURE PLAY</u> Address: <u>502 BANGHER RD.</u> City: <u>SAN MARCOS</u> State: <u>CA</u> Zip: <u>92069</u> Phone: <u>760-622-5277</u>	CONST.	INSTALL PLAY ERT. & CONCRETE	34,905	ELBE	CITY OF S.D.	
Name: <u>TOT TURF (ROBERTSON INDUSTRIES)</u> Address: <u>4401 E. BASELINE RD. #105</u> City: <u>PHOENIX</u> State: <u>AZ</u> Zip: <u>85042</u> Phone: <u>800-838-0519</u>	CONST.	INSTALL RUBBER PLAY SURFACE	27,437			

- ① As appropriate, Design-Builder 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, Design-Builder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
 Form Number: AA05
 Attachment D
 Walker Neighborhood Park Playground Upgrades Design-Build Contract

3.61

BIDDING DOCUMENTS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>ABC PLAYGROUND SAFETY</u> Address: <u>2235 W. 243 RD ST.</u> City: <u>LOANTA</u> State: <u>CA</u> Zip: <u>90717</u> Phone: <u>310-880-6126</u>	<u>INSPECTION & TESTING</u>	<u>INSPECTION & TESTING OF EQT. & SURF</u>	<u>1500</u>			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

The Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

BIDDING DOCUMENTS

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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

NAME ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURE R (Yes/No)	MBE WBE DBE DVBE OBE ELBE SLBE SDB WoSB HUBZone OR SDVOSE				WHERE CERTIFIED
Name: <u>PACIFIC PLAY SYSTEM INC.</u> Address: <u>3142 TIGER RUN CT #16</u> City: <u>CARLSBAD</u> State: <u>CA</u> Zip: <u>92010</u> Phone: <u>760-599-7355</u>	<u>PLAY EQUIPT.</u>	<u>63,350</u>	<u>YES</u>	<u>PLAYCRAFT</u>		<u>ELBE</u>			<u>CITY OF S.D.</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____									
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____									

⓪ As appropriate, Design-Builder 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	SDVOSE		

⓸ As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

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

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE)

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA25

Attachment D

Walker Neighborhood Park Playground Upgrades Design-Build Contract

BIDDING DOCUMENTS

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
SUPPLY OF PLAYGROUND EQUIPMENT	NO	NO	63,350	28.2
INSTALLATION OF PLAY EQUIPMENT	NO	NO	34,905	15.5
INSTALLATION OF RUBBER PLAY SURFACE	NO	NO	27,437	12.2
ENGINEERING & DESIGN OF THE PROJECT	NO	NO	17,600	7.8
TESTING & CERTIFICATION OF PLAY EQT. & SURACING	NO	NO	1,520	0.7

City of San Diego



ADDENDUM "1"

REQUEST FOR PROPOSAL (RFP)

FOR WALKER NEIGHBORHOOD PARK PLAYGROUND UPGRADES DESIGN-BUILD CONTRACT

RFP NO.:	5201DB
BID NO.:	K-12-5201-DB1-D
SAP NO. (WBS/IO/CC).:	S-10092
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	5
PROJECT TYPE:	GB

REQUEST FOR PROPOSAL (RFP) DUE:

**12:00 Noon
APRIL 24, 2012
CITY OF SAN DIEGO
Public Works Contracting Group
1200 Third Avenue, Suite 200, MS 56P
San Diego, CA 92101**

CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP 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.

A. CHANGES TO THE REQUEST FOR PROPOSALS

A1. To the RFP, Section 2.0 EQUAL OPPORTUNITY, page 4, subsection 2.3, **DELETE** in its entirety and **SUBSTITUTE** with the following:

2.3 The City has determined a **10% mandatory SLBE-ELBE** subcontracting participation. The City has also determined a **voluntary subcontractor participation of 10%**, equating to **20% in total subcontractor participation**, to enhance competition and maximize subcontracting opportunities. Percentages are based on the Contract Price, less Field Orders, Additive, Deductive and Allowance Bid items.

The Proposal shall be deemed non-responsive if it fails to meet the mandatory subcontracting participation shown above on the Subcontractor and Supplier listings submitted with the Bid or to submit good faith effort documentation within **3 Working Days** after the Public Ranking Meeting if Contractor fails to meet the SLBE-ELBE goal.

The Design-Builders' commitment to the City's principles of equal opportunity in achieving the desired subcontractor participation levels will be evaluated as specified in the RFP. See Attachment B, "Proposal Submittal Requirements and Selection Criteria" for more information.

A2. To the RFP, ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, Section 4.0 Reference Standards, page 15, item 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. The City of San Diego Consultant's Guide to Park Design and Development, available on line at <http://www.sandiego.gov/park-and-recreation/general-info/consultantguide.shtml>.

To "The City of San Diego Consultant's Guide to Park Design and Development", edition November 2011, Appendices, Appendix E "Approved Manufacturers and Products List", E. PLAY EQUIPMENT, page E-8,

ADD the following:

- 6. PLAY & PARK STRUCTURES**
- 7. PLAYCRAFT SYSTEMS**
- 8. PLAYWORLD**

Tony Heinrichs, Director
Public Works Department

Dated: *April 18, 2012*
San Diego, California

TH/cg/nb/egz

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

5450 Complex Street, Suite 303, San Diego, CA 92123

Tel: (858) 598-6855 Fax: (858) 836-1263

Walker Neighborhood Park Play Ground Upgrades Design-Build Contract - RFP NO. 5201DB

Technical Proposal

1 - Identification of the Design-Builder:

- a. Legal name & address of the company:
HTA Engineering & Construction, Inc.
5450 Complex Street, Suite 303, San Diego, CA 92123
- b. Legal form of company:
Corporation, Date of Incorporation: 1/22/2002
HTA has been doing business in San Diego since incorporation
FIN: 61-1403228
State Tax ID: 227-9620-5
- c. HTA is not a subsidiary
- d. Address of offices in San Diego County:
5450 Complex Street, Suite 303, San Diego, CA 92123
Tel 858-598-6855, Fax 858-836-1263
- e. Number of years in San Diego: 10 years
- f. Number of employees in San Diego: Please refer to the Monthly Employment Report section of the technical proposal.
- g. City of San Diego Business License: B2003002053
State Contractor's License No: 798372, Classification A, Exp. 7/31/2012
Professional Engineering License: The president of HTA is a PE License Number C48765, Expiration, 9/30/2012
- h. Name of person to contact concerning the proposal:
Morey Rahimi, Estimator
HTA Engineering & Construction, Inc.
5450 Complex Street, Suite 303, San Diego, CA 92123
Tel 858-598-6855 Fax 858-836-1263, Email Morey@htaeng.com

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

5450 Complex Street, Suite 303, San Diego, CA 92123

Tel: (858) 598-6855 Fax: (858) 836-1263

**Walker Neighborhood Park Play Ground Upgrades Design-Build Contract -
RFP NO. 5201DB**

Table of Contents

1. Identification
2. Addenda Acknowledgment
3. Exceptions to this RFP
4. Executive Summary
5. Project Team
6. Technical Approach and Design Concept – Play Area
7. Technical Approach and Design Concept – Site Access
8. Design Build Schedule
9. Equal Employment and Contracting Opportunity (EOCP)

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

5450 Complex Street, Suite 303, San Diego, CA 92123

Tel: (858) 598-6855 Fax: (858) 836-1263

April 24, 2012

City of San Diego
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

Re: RFP No. 5201DB, Walker Neighborhood Park Playground Upgrades Design-Build Contract

We hereby submit our proposal, for your review, evaluation and approval to provide Design Build Services for the subject RFP. Submittals attached are as required in the RFP.

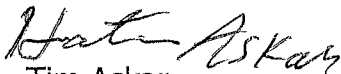
Our company is a local general engineering contractor, active since 2002, in providing construction of Public Works projects in San Diego County. We are a certified ELBE by the City of San Diego, Cert. No. 10HT0013 and a Certified Small Business by the State of California Department of General Services, Cert. No. 0037526.

We have a strong team of in-house professionals who manage and construct quality infrastructure construction projects, in good order. We have good finances, bonding capacity, proper insurance coverage's and sound business practices.

For the subject project we have done our due diligence and have put together a strong Design Build Team (DBT), as outlined in the Proposed Management Plan that follows. We are very confident that, working together with the City of San Diego, we can perform the responsibilities of the Design-Builder, as outlined in your RFP.

Please call me if you have any questions.

Sincerely,



Tim Askar
President

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

5450 Complex Street, Suite 303, San Diego, CA 92123

Tel: (858) 598-6855 Fax: (858) 836-1263

Walker Neighborhood Park Play Ground Upgrades Design-Build Contract - RFP NO. 5201DB

Technical Proposal

2 - Addenda to the RFP:

We hereby confirm that we have received & noted the following addenda to this RFP:

Addendum No. 1

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

5450 Complex Street, Suite 303, San Diego, CA 92123

Tel: (858) 598-6855 Fax: (858) 836-1263

Walker Neighborhood Park Play Ground Upgrades Design-Build **Contract - RFP NO. 5201DB**

Technical Proposal

4 - Executive Summary:

The Walker Neighborhood Park, located in the Mira Mesa Community, is adjacent to San Diego Unified District property, in between Walker Elementary School and Wangenheim Middle School, along Black Mountain Road.

To improve the current play area, we shall remove and replace the existing playground with an bright and adventurous Tree House theme design geared towards both the mental and physical development and the interest of children ages 5-12 years old with 40 different play components (35 being ADA accessible). The Tree House has a large shaded deck area that provide both visual appeal and play value that challenges climbing, sliding, and other play events. The tree house also includes arch swings and a free-standing Tri-Spring Fling.

The poured in place surfacing for this design exceeds the minimum area required for this project covering well over 50% of the entire site providing full access to all play events while providing enough open space for general circulation, easy maneuverability and sand play activity. The new poured in place surfacing allows children in wheelchairs to navigate from anywhere on the play area and adjacent picnic areas directly up to the play equipment where they may fully access the structure by the provided ADA transfer station.

Along with the play area upgrades, we shall be including accessibility upgrades that will provide an area for disabled parking, an accessible path of travel, and ADA compliant site furnishings to cater to the public.

Our company is a local general engineering contractor, active since 2002, in providing construction of Public Works projects in San Diego County. We are a certified ELBE by the City of San Diego, Cert. No. 10HT0013 and a Certified Small Business by the State of California Department of General Services, Cert. No. 0037526.

We assembled a strong team of in-house professionals who manage and construct quality infrastructure construction projects, in good order. We have good finances, bonding capacity, proper insurance coverage and sound business practices.

For the subject project, we have done our due diligence and have put together a strong Design Build Team (DBT), as outlined in the Proposed Management Plan following (Section 5 "Project Team"). We are very confident that, working together with the City of San Diego, we can perform the responsibilities of the Design-Builder, as outlined in your RFP for this project.

We assure you of our DBT's ability, if selected, to enter into a contract with the City of San Diego, and our ability to avoid conflicts of interest on this or any other public or private projects.

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

5450 Complex Street, Suite 303, San Diego, CA 92123

Tel: (858) 598-6855 Fax: (858) 836-1263

Walker Neighborhood Park Play Ground Upgrades Design-Build Contract - RFP NO. 5201DB

Technical Proposal

5 - Project Team:

The project team consists of the following Prime, Designer, Supplier/Manufacturer, Subcontractor, Independent Playground Safety Inspector and Independent Testing of the rubber surfacing.

General Contractor:

HTA Engineering & Construction, Inc.

5450 Complex Street, Suite 303, San Diego, CA 92123

Tel 858-598-6855, Fax 858-836-1263

President: Tim Askar

Contact for this project: Morey Rahimi, Project Manager & Estimator morey@htaeng.com, Cell 858-336-8610. Please see the attached company information and the resumes of Tim Askar, Morey Rahimi. Included are City of San Diego Pre-qualification letter, project, and client references.

State of California Licensed Architect:

Schmidt Design Group, Inc.

2655 Fourth Avenue, San Diego, CA 92103

Tel 619-236-1462, Fax 619-236-8792

Contact for this project: Jeff Justus, Senior Associate & Head of Production, jjustus@schmidtsg.com, Cell 619-884-8792. Please refer to the attached documents regarding the qualification of Schmidt Design Group and other members of the design team, provided by Schmidt Design Group, Inc.

Playground Equipment Manufacturer:

Pacific Play Systems, Inc.

3142 Tiger Run Court, Suite 116, Carlsbad, CA 92010

Tel 760-599-7355, Fax 760-599-7385

www.pacificplayinc.com

Contact for this project: Ali Bemanian, eb@pacificplay.com. Please see attached resume & ELBE certification.

Playground Safety Surface:

(Provide and Install Surfacing)

TotTurf

4401 East Baseline Road, Suite 105, Phoenix, Arizona 85042

Tel 951-736-3579 or 800-875-5788, Fax 951-734-3630

www.totturf.com

Contact: David Purcell, dpurcell@totturf.com

Pure Play:

(Installation of equipment)

502 Bougher Road, San Marcos, CA 92069

Tel 760-622-5277

Contact: Tom Hoover, pureplay@cox.net. Please see attached resume & SLBE/ELBE certification.

Independent Playground Safety Inspector

ABC Playground Safety

2235 W. 243rd Street, Lomita, CA 90717

Tel 310-880-6126, Fax 310-325-5028

Contact: Jeff Davis, www.abcplaygroundsafety.com. Please see attached certifications and business license.

Independent Testing for Rubber Surfacing

ABC Playground Safety

2235 W. 243rd Street, Lomita, CA 90717

Tel 310-880-6126, Fax 310-325-5028

Contact: Jeff Davis, www.abcplaygroundsafety.com

Please refer to the attached organizational chart.

City of San Diego

HTA Engineering & Construction, Inc.
General contractor
Morey Rahimi 858-486-3240
Fax 858-486-3240

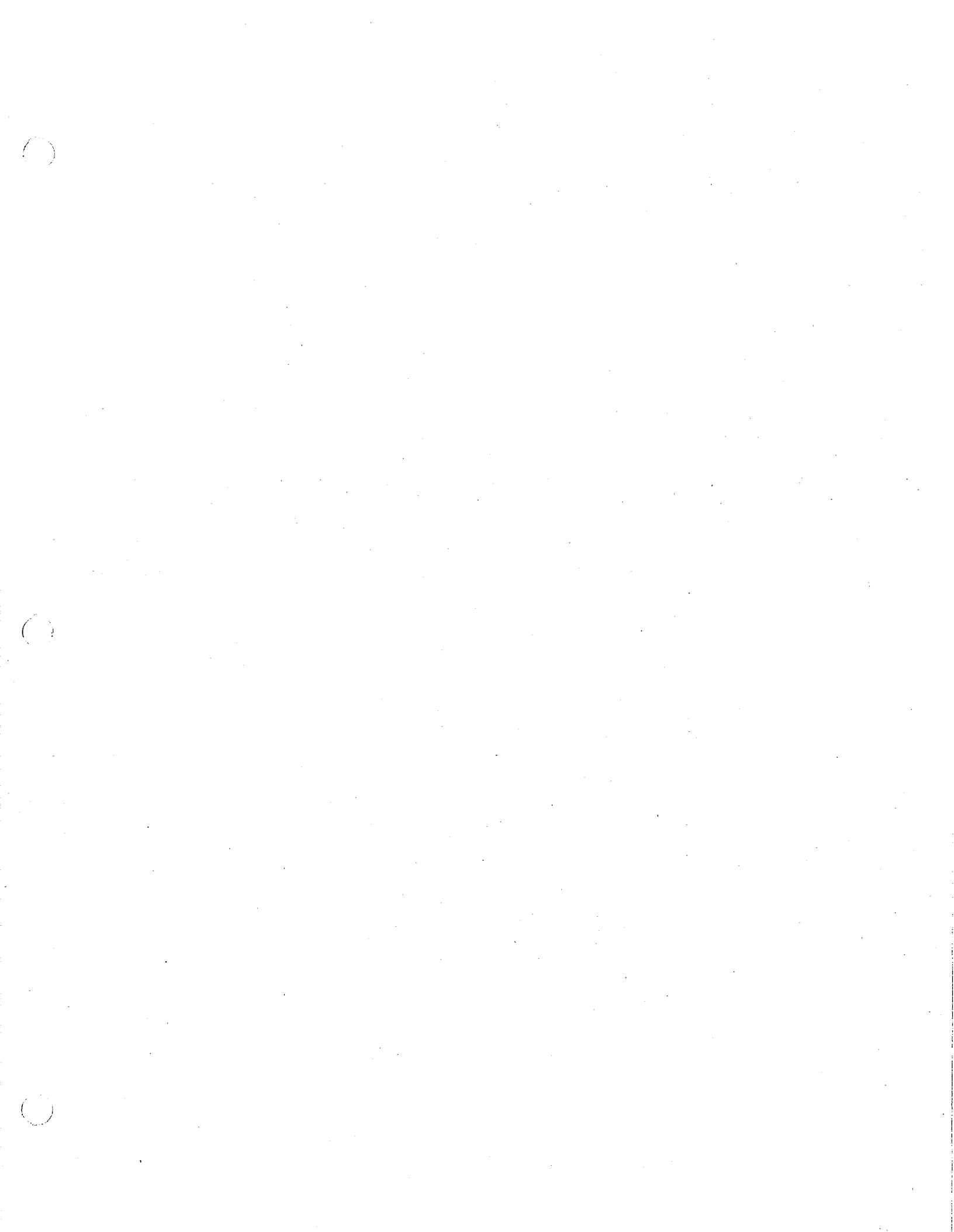
Pacific Play Systems, Inc.
Play Ground Sales
Elizabeth Bermanian 760-599-7355
Fax 760-599-7385
www.miracleplayground.com

Schmidt Design Group, Inc.
Licensed Architect
Jeff Justus 619-236-1462
Fax 619-236-8792
www.schmidtdesign.com

ABC Playground Safety
Testing of Playground
Equipment and Rubber Surfacing
Jeff Davis 310-880-6126
Fax 310-325-5028
www.abcpplaygroundsafety.com

TotTurf
Playground Safety Surface
David Purcell 760-809-1875
Fax 858-274-3125
<http://www.totturf.com/>

Pure Play
Installation of Equipment
Tom Hoover 760-622-5277
Fax 951-676-89706



Hatim (Tim) Askar

5450 Complex Street, Suite 303
San Diego, California, 92123
Tel 858-598-6855, Fax 858-836-1263

Education: Bachelor of Science, Civil Engineer, and Professional Engineer (PE)

Experience: Over 41 years' experience in Construction as a Civil Engineer, General Contractor, Project Manager, Project Engineer, Resident Engineer and Project Inspector. Since 2001, he is the president of HTA Engineering & Construction, Inc. of San Diego, California.

HTA is a general engineering contractor, specialized in the construction of Public Works projects, including roadway construction, street widening, underground utilities, the construction of public parks, parking lots, synthetic turf ball-fields, playground areas and general site work projects.

Projects: Gail McCandliss Memorial Park Improvements, City of Chula Vista
Doyle Community Park Improvements, City of San Diego
Old Trolley Barn Park Play Area Improvements, City of San Diego
Montiel Park, Phase I, City of San Marcos
Golden Hill Recreation Center Pay Area Improvements, City of San Diego
Lamar Park, Phase I, County of San Diego
Ocean Beach Park Renovation, City of San Diego

References: Available upon request.

Morteza (Morey) Rahimi
Complex Street, Suite 303
San Diego, California 92123
Tel 858-598-6855, Fax 858-836-8638

Education: Bachelor of Science, Civil Engineering (University of Illinois),
Master's in Business Administration. (ICMS)

Experience: Over 44 years of experience in Engineering and Construction Management. Currently employed by HTA Engineering & Construction, Inc., of San Diego, California, as Director of Estimating and Project Management.

HTA is a General Engineering Contractor, specialized in the construction of Public Works projects, including the construction of public parks, parking lots, Roadway Construction, Street Widening, Improvements, Underground Utilities, Synthetic Turf Ball Fields, Playground Areas and General Site Work Projects.

Projects: Gail McCandliss Memorial Park Improvements, City of Chula Vista
Doyle Community Park Improvements, City of San Diego
Old Trolley Barn Park Play Area Improvements, City of San Diego
Montiel Park, Phase I, City of San Marcos
Golden Hill Recreation Center Pay Area Improvements, City of San Diego
Lamar Park, Phase I, County of San Diego
Ocean Beach Park Renovation, City of San Diego

References: Available upon request



THE CITY OF SAN DIEGO

May 25, 2010

Hatim T. Askar
HTA Engineering and Construction
12520 Kirkham Ct. Suite 8
Poway, CA 92064

Subject: Small Local Business Enterprise Certification

Dear Mr. Askar: *Hatim*

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 10HT0013 and your classification is Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective July 1, 2010. However, for the purposes of bidding on the City's New Main Library Project, this certification is effective immediately. This certification expires on June 30, 2012 at which time you will need to reapply in accordance with the SLBE guidelines.

If you have any questions please call 619-236-6297

Thank you,

Debra Fischle-Faulk
Debra Fischle-Faulk
Director of Administration

Administration Department
202 C Street, 9th Floor, MS 9A
San Diego, CA 92101-4806
Telephone (619) 236-6297 Fax (619) 236-7344



Department of
General Services
BUILDING GREEN · BUYING GREEN · WORKING GREEN

HTA ENGINEERING & CONSTRUCTION INC - #37526

SUPPLIER PROFILE

Legal Business Name HTA ENGINEERING & CONSTRUCTION INC.
Doing Business As HTA ENGINEERING & CONSTRUCTION INC
Address 12520 KIRKHAM CT STE 8 Phone (858) 486-3240
POWAY, CA 92064 FAX (858) 486-3285
Email morev@htaeng.com
Business Types Construction
Service Areas Orange, Riverside, San Diego,
Keywords general engineering
Construction License Types A - General Engineering
Classifications 101113 - Domestic pet treatments and accessories and equipment
101316 - Animal containment
101416 - Harness goods
141116 - Novelty paper
201017 - Crushers and breakers and grinders
201018 - Mechanized ground support systems
201019 - Secondary rock breaking systems
201020 - Exploration and development systems
201021 - Rock drills
201022 - Explosive loading machinery
201023 - Underground mining service vehicles
201116 - Drilling and operation machinery
201117 - Drilling and operation accessories
201211 - Cementing equipment
201213 - Sand control equipment
201214 - Completion tools and equipment
201215 - Conventional drilling tools
201216 - Drilling bits
201217 - Fishing tools
201218 - Directional drilling equipment
201219 - Well measurement and logging equipment
201221 - Perforating equipment
201223 - Slickline equipment
201228 - Drilling and workover rigs and equipment
201230 - Multilateral equipment
201233 - Casing wire drilling tools
201413 - Downhole jet pumps and anchors
201414 - Downhole production accessories
211015 - Agricultural machinery for soil preparation
211016 - Agricultural machinery for planting and seeding
211017 - Agricultural machinery for harvesting
211020 - Agricultural machinery for cleaning and sorting and grading
211021 - Agricultural processing machinery and equipment
211022 - Forestry machinery and equipment
221015 - Earth moving machinery
221017 - Heavy equipment components
221019 - Building construction machinery and accessories
221020 - Building demolition machinery and equipment
231015 - Machinery for working wood and stone and ceramic and the like
231115 - Petroleum distilling and processing machinery and equipment
231116 - Hydrotreating machinery
231215 - Textile processing machinery and accessories
231216 - Textile working machinery and equipment and accessories
231316 - Faceting equipment and accessories
231317 - Cabbng equipment
231416 - Leather preparing machinery and accessories

231417 - Leather working and repairing machinery and accessories
231515 - Rubber and plastic processing machinery and equipment and supplies
231516 - Cement and ceramics and glass industry machinery and equipment and supplies
231517 - Optical industry machinery and equipment and supplies
231518 - Pharmaceutical industry machinery and equipment and supplies
231519 - Paper making and paper processing machinery and equipment and supplies
231520 - Web handling and control machinery and equipment and supplies
231521 - Separation machinery and equipment
231529 - Packaging machinery
231531 - Industrial machinery components and accessories
231815 - Food preparation machinery
231816 - Food cutting machinery
231817 - Food cooking and smoking machinery
231818 - Industrial beverage processing machinery
231912 - Mixer parts and accessories
232110 - Electronic assembly machinery and support equipment
232111 - Electronic manufacturing and processing machinery
232210 - Arrival department machinery and equipment
232211 - Killing and defeathering department machinery and equipment
232212 - Evisceration department machinery and equipment
232310 - Log debarkers and accessories
232311 - Bandsaws and accessories
232312 - Circular saws and accessories
232314 - Trimsaws and accessories
232315 - Lumber sorters and accessories
232316 - Lumber stackers and accessories
232317 - Lumber kilns and equipment and accessories
232318 - Lumber chippers and accessories
232319 - Planers and accessories
232320 - Lumber surfacers and accessories
232321 - Docking saws and accessories
232322 - Finger jointers and accessories
232427 - Tube mill machinery
232714 - Welding machinery
232715 - Brazing machinery
232717 - Welding and soldering and brazing accessories
232819 - Metal cleaning machinery and supplies
233015 - Wire working machinery and equipment and accessories
241015 - Industrial trucks
241016 - Lifting equipment and accessories
241017 - Conveyors and accessories
241018 - Dock equipment
241021 - Warehousing equipment and supplies
241118 - Tanks and cylinders and their accessories
241417 - Packaging tubes and cores and labels and accessories
251747 - Non motorized cycle components and accessories
261017 - Engine components and accessories
261117 - Batteries and cells and accessories
261216 - Electrical cable and accessories
301217 - Road and railroad construction materials
301917 - Construction sheds and trailers
302220 - Transport structures
302221 - Public structures
302223 - Educational and research structures
302231 - Public building and transit station advertising structures and components
391218 - Intelligent Building Installations IBI
401615 - Filters
411032 - Laboratory washing and cleaning equipment
411059 - Libraries and related materials
411066 - Vectors
421522 - Dental laboratory and sterilization equipment and supplies
421916 - Medical facility building systems
422725 - Anesthesia apparatus and accessories and supplies
422947 - Open heart perfusion equipment and monitors and accessories and related products
422951 - Surgical equipment and accessories and related products
441016 - Paper processing machines and accessories
441018 - Calculating machines and accessories
441021 - Mail machines

441023 - Packing machines
441026 - Typing machines and accessories
441029 - Office machine accessories
441032 - Office time recording machines and accessories
451015 - Printing machinery and equipment
451016 - Printing machinery accessories
451020 - Composing machines and accessories
471216 - Floor machines and accessories
481015 - Cooking and warming equipment
481017 - Food and beverage dispensing equipment
481114 - Currency vending machines
601013 - Educational stickers and supplies
601020 - Word building resource materials and accessories
601031 - Geometry teacher resource materials
601052 - Life skills resources instructional materials
601053 - Career education instructional materials
601054 - Consumer economics and money management and independent living instructional materials
601058 - Clothing and textile design instructional materials
601061 - Vocational teaching aids and materials
601211 - Canvases and films and boards and artists papers
601410 - Toys
601413 - Childrens blocks and building systems
711016 - Mine drilling and blasting services
711230 - Integrated services
711614 - Well construction management services
721015 - Building maintenance and repair services
721110 - Single family dwelling construction services
721111 - Multiple unit dwelling construction services
721210 - New industrial building and warehouse construction services
721211 - Commercial and office building construction services
721212 - Agricultural building construction services
721213 - Automotive garage and service station construction services
721214 - Specialized public building construction services
721215 - Industrial plant construction services
721410 - Highway and road construction services
721411 - Infrastructure building and surfacing and paving services
721412 - Marine construction services
721413 - Athletic and recreational facility construction service
721414 - Detention facility construction and repair services
721415 - Land preparation services
721416 - Mass transit system construction services
721510 - Boiler and furnace construction and maintenance services
721511 - Plumbing construction services
721512 - Heating and cooling and air conditioning HVAC construction services
721514 - Wall covering construction services
721515 - Electrical system services
721519 - Masonry and stonework services
721521 - Acoustical and insulation services
721523 - Carpentry services
721527 - Concrete installation and repair services
721529 - Structural steel erection services
721531 - Athletic and recreational facility construction services
721532 - Coating and caulking and weather water and fireproofing services
721535 - Structural exterior cleaning services
721537 - Parking facility construction and equipment installation and maintenance and repair services
721539 - Building site preparation services
721540 - Specialty building and trades services
731615 - Manufacture of machinery
731616 - Manufacture of transport equipment
761115 - General building and office cleaning and maintenance services
761116 - Building component cleaning services
771016 - Environmental planning
801116 - Temporary personnel services
801315 - Lease and rental of property or building
801316 - Sale of property and building
811015 - Civil engineering
811024 - Electrical power transmission engineering
811418 - Facilities management

831118 - Television services
 841315 - Insurance services for structures and property and possessions
 901016 - Banquet and catering services
 901518 - Carnivals and fairs
 931420 - Urban development
 931515 - Public administration

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Jun 13, 2011	Jun 30, 2013

Certification History

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Jun 10, 2009	Jun 29, 2011
SB (Micro)	Expired	May 16, 2008	Jun 10, 2009
SB	Expired	May 18, 2007	May 31, 2008
SB	Expired	Aug 2, 2004	Feb 28, 2006



THE CITY OF SAN DIEGO

April 27, 2011

HTA Engineering & Construction, Inc.
Attention: Tim Askar
12520 Kirkham Ct., Suite 8
Poway, CA 92064

Subject: City of San Diego Contractor Prequalification Program Status

Dear Mr. Askar:

Thank you for submitting your contractor prequalification program renewal questionnaire. We have reviewed and evaluated your questionnaire and are pleased to inform you that HTA Engineering & Construction, Inc., under license number 798372, is pre-qualified for a maximum bidding capacity of \$2,000,000 per project.

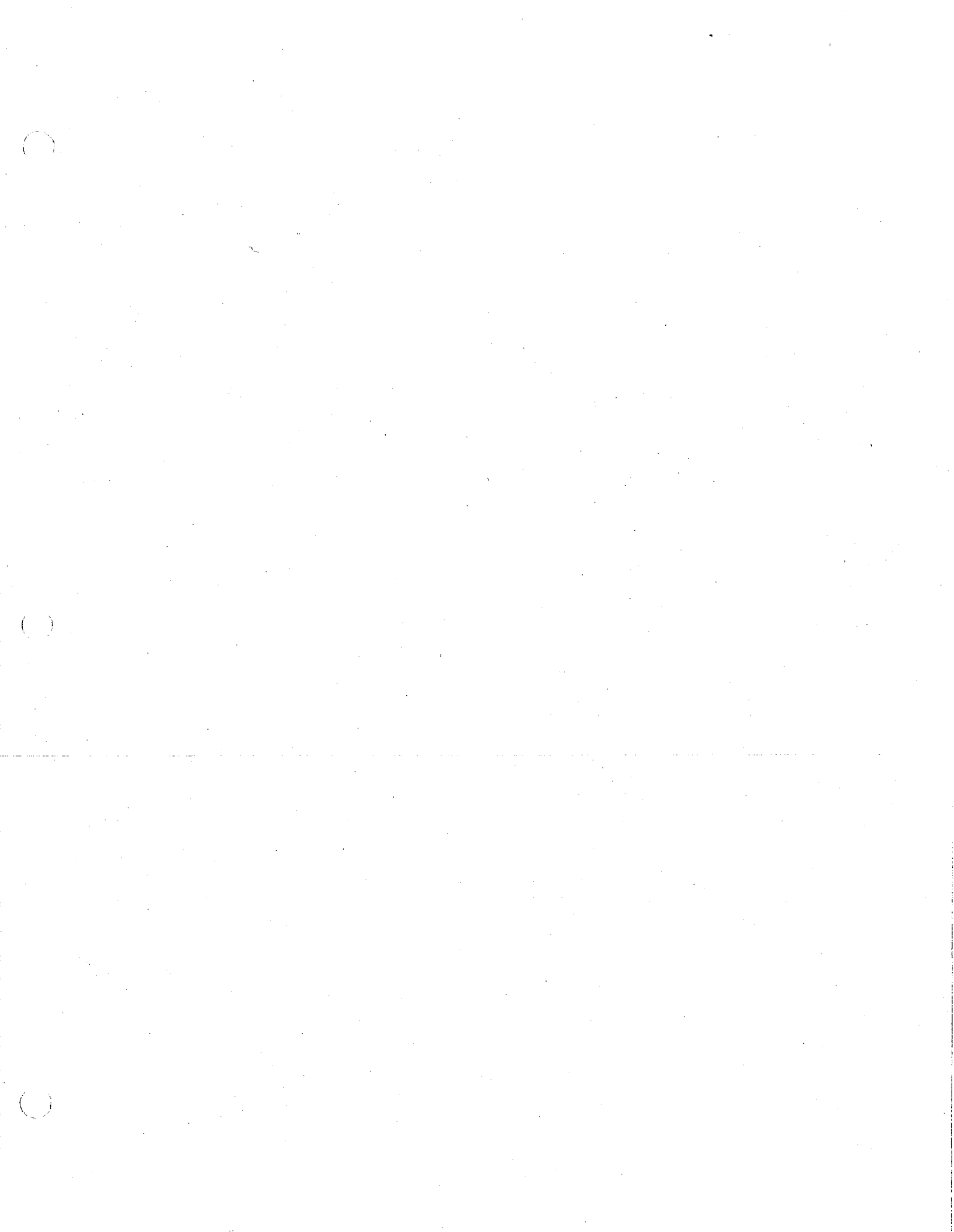
Effective the date of this letter, you are eligible to bid up to \$2,000,000 on City of San Diego Public Works projects, excluding those that are administered by the Small Local Business Enterprise Program (unless you meet the program requirements). **Your prequalification is valid until April 30, 2012.** After that date, you will no longer be allowed to bid on City Public Works projects over \$50,000 until your prequalification is renewed.

You have five (5) working days from the date of this letter to contact me should you have any questions concerning your designated status. I can be reached at (619) 533-3125 or email MHaines@sandiego.gov.

We appreciate your interest in renewing your prequalification and look forward to your participation on future projects.

Sincerely,

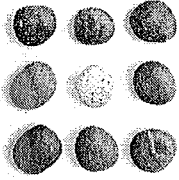
Michele Haines
Contractor Prequalification Program Administrator



SCHMIDT DESIGN GROUP INC

BALANCING ARTISTIC EXPRESSION IN DESIGN WITH
ENVIRONMENTAL SENSITIVITY

2655 Fourth Avenue, San Diego, CA 92103 Lic. CA 2138, NV 219, AZ 34139
telephone {619} 236-1462 facsimile {619} 236-8792
www.schmidtsgroup.com



April 20, 2012

Morey Rahimi
HTA Engineering and Construction
5450 Complex St., Suite 303
San Diego, CA 92123

**Regarding: Walker Neighborhood Park playground Upgrades
Design Build Contract, Landscape Architectural Services**

Dear Morey,

Thank you for the opportunity to provide the following proposal/agreement for the Walker Neighborhood Park Playground Upgrades, Design Build Contract for Landscape Architectural Services. Per the RFP (no. 5201DB, bid no. K-12-5201-DB1-D), the following reflects our understanding of the services to be performed by the Schmidt Design Group, Inc. Consultant Team.

Consultant Team:

Schmidt Design Group, Inc. (SDG) – Prime Consultant, Landscape Architecture and Site Design

Project Description:

The Walker Neighborhood Park Site is located adjacent to San Diego Unified School District (SDUSD) property, Walker Elementary School. There is a Joint Use Agreement for these two sites and proposed improvements to the Walker Neighborhood Park will require review and approval by the Division of State Architect. The project includes design, permit acquisition and construction of playground, site furnishings, drainage and accessibility upgrades.

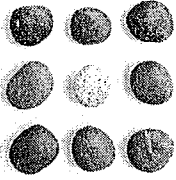
Design:

The Schmidt Design Group, Inc. Consultant Team shall prepare all construction documents required to permit and construct Phase I of the project. The Builder shall provide all product submittals to the City for acceptance prior the completion of the design phase. Product submittals shall include, but not be limited to, playground equipment, rubberized surfacing, benches, drinking fountains, etc. SDG will assist the Builder in providing the appropriate submittal documents to meet the requirements of the RFP and the City's Consultant Guide to Park Design. The Design Build Contractor shall

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provide a Site Survey for use by the Design Team and shall provide the required Water Pollution Control Plan.

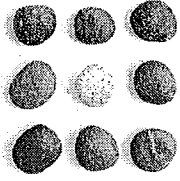
Design of the Play Area Upgrades will include the following:

1. Remove and dispose of existing playground sand.
2. Remove all subsurface concrete, drainage and other debris to a minimum 18" below the level of the concrete curb surrounding the play area.
3. Remove and replace curbs as necessary to provide continuous curb at appropriate elevation for new tot lot area.
4. Install new playground equipment designed for ages 5 – 12 years; maximize number of
5. play components. All play equipment design and submittals are to be by the Playground Consultant and are not included in SDG's scope of work. SDG will reference new playground layout drawings prepared by others.
6. Install new poured in place rubberized paving for minimum of 40% of play area including areas of required access. New Sand to be new and to be provided in remaining area. All new surfacing, including new concrete base, filter fabric and drainage shall be a minimum of 12 inches deep. All play surfacing design and submittals are to be by the Playground Consultant and are not included in SDG's scope of work. SDG will reference new play surfacing layout drawings prepared by others.
7. New drainage system will be connected to existing drainage system identified on As-built Drawings 18223-D.

Accessibility Upgrades will include the following:

1. Install Disabled Parking Sign, SDM-117, and paint 22 lineal feet of curb Blue to match color No. 15090 in Federal Standard 595a as specified in Section 522(b) 2 along Black Mountain Road, location to be as close as possible to the park entrance and to be approved by Engineer.
2. Replace existing drinking fountain with new accessible Hi-Lo type. Installation per SDSD SDM-107.
3. Install one new accessible bench with companion seating.
4. Install one new accessible picnic table.
5. Provide a complete accessible path of travel from new parking to play area and all new accessible site furnishings. All areas of non-compliance along accessible path of travel shall be repaired or replaced. Areas of lifting may be ground. Provide root barrier

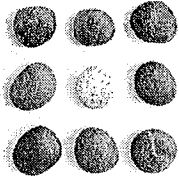
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- adjacent to replacement sidewalk panels per SDL-106.
6. Provide accessible path of travel in compliance with DSA from Walker Elementary School Playground to Walker Neighborhood Park.
 7. Make all necessary repairs and adjustments to existing irrigation system and plantings that are disturbed as a result of construction activities.



Detailed Scope of Work:

Task 1: Schematic Design Phase

1. The Schmidt Design Group, inc. will attend a Kick-off Meeting with the Design-Build Contractor and the City to review the project goals, schedule, process, and budget. This meeting will be used to familiarize the team with design issues related to development of the project upgrades.
2. We will conduct an initial site visit to the location.
3. We will identify project issues/concerns.
4. We will review previous designs and determine compatibility with existing conditions.
5. We will prepare a schematic design plan that illustrates, in plan view, the proposed upgrades to the park. We will analyze how the upgrades would fit into the existing conditions including any modifications that may be required to the existing landscape. This will include modification, or replacement, of existing plant material, hardscape elements, drinking fountains, tables and benches, etc.. Play equipment and resilient surfacing will be by the play equipment vendor).

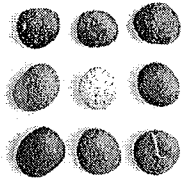
Anticipated Work Products for Task 1:

- Plan view of Walker Neighborhood Park and one (1) graphic illustration of proposed materials.
- Meetings with City Staff and other design review entities as requested (two meetings maximum).

Task 2: Preparation of the Final Construction Drawings

Once the concept has been approved by the City, we will incorporate any comments and recommendations into the design and prepare final construction drawings for permitting and construction. It is anticipated that the following construction drawings will be prepared in accordance to City of San Diego standards:

1. Demolition Plan showing areas of landscape, hardscape, and equipment to be removed, replaced, and/or protected within limits of new construction.
2. Construction plan showing contour grading and horizontal and relative vertical control locations. On the same plan, planting recommendations will be made for modifications to existing landscaped areas. Irrigation recommendations will be simple notes or simple head locations without extensive detailing where required.
3. Construction details illustrating the play equipment, hardscape elements, site furnishings, etc (All play area drawings to be prepared by Playground Vendor).
4. Notes and special conditions, reference to Green Book Specifications most recent edition.
5. We will submit plans for review and approval at 100% and then at final level of completeness.



Anticipated Work Products for Task 2:

- 100% Construction drawings
- Final Construction Drawings addressing staff comments
- Specifications in Word format for Greenbook (Whitebook Compliant)

Task 3: Construction Administration

1. We will be available to answer questions and attend a pre-construction meeting if required.
2. We will review and approve submittals for all construction, irrigation, and planting materials.
3. We will provide phone support during construction.
4. We will visit the sites to review and approve construction quality and conformance to the plans and specifications. Anticipate up to two (2) site visits including documentation.

Task 4: As-built Drawings

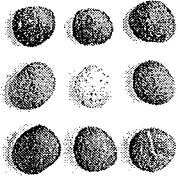
1. Based on data provided by the contractor, we will prepare final as-built drawings, which will illustrate any deviations and locations of key infrastructure and elements for all drawings.

Task 5: DSA Submittal, Review and Processing

1. We will meet with Division of State Architect (DSA) for an over the counter review of the park for Access Compliance only. Anticipate 1 Meeting with DSA for this task.

Project Assumptions

1. Geotechnical testing and report recommendations will not be required. The Client or the Builder shall provide previously prepared geotechnical reports for use by the consultant.
2. The Design Builder will prepare the Water Pollution Control Plan required for the project.
3. Meetings in excess of those enumerated above will be considered additional services.
4. The Client shall pay all fees required by the approving agencies.
5. Perspective drawings, renderings, visual studies, scale models of mockups or samples are not included unless indicated above.
6. The Design Builder shall provide a site survey in AutoCAD v2011 or earlier for use by the design team.
7. DSA Review is limited to Access Compliance Only.



CLIENT RESPONSIBILITIES

- A. Provide completed plot plans, grading plans, and mechanical plans (if available) to accurately show building types and placement, streets, drainage facilities, grades, and water services.
- B. Promptly notify the landscape architect of any changes or revisions in the project (site conditions, building design, etc).

SCOPE OF SERVICES EXCLUDES

- A. Perspective drawings.
- B. Electrical engineering.
- C. Signs and graphic design.
- D. Attendance at approval hearings.

REIMBURSABLE EXPENSES (not included in fees above - \$2,000 allowance)

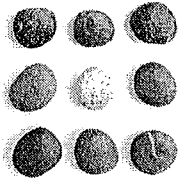
Reproduction printing costs, delivery service fees, film and processing, and soil analysis fees shall be reimbursable at our net cost, plus a 15% coordination charge. Mileage in the interest of the Client will be charged at the current U.S. General Services Administration Privately Owned Vehicle (POV) Mileage Reimbursement Rates (presently \$.55 per mile).

ADDITIONAL AND HOURLY SERVICES

Any additional services that may be required as a result of Client's prerogative or changes in the project scope, and which are outside the control of Schmidt Design Group, Inc., may be requested on a time and materials basis at the following rates.

Principal Landscape Architect – Public Meetings and Facilitation	\$200.00/hr.
Sr. Associate Landscape Architect/Head of Production	145.00/hr.
Associate Landscape Architect	130.00/hr.
Senior Project Manager/Licensed Landscape Architect	110.00/hr.
Project Manager	85.00/hr.
Landscape Designer	75.00/hr.
Landscape Drafter	65.00/hr.
Clerical/Typist	60.00/hr.

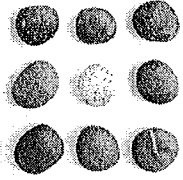
Consultant Fees will be at their standard hourly rates with a 15% coordination charge.



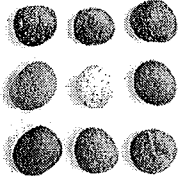
TERMS OF AGREEMENT

It is agreed by and between Schmidt Design Group, Inc., and Alvand Construction, Inc. (hereinafter referred to as "Client"):

- I. An invoice for Landscape Architectural services will be submitted to Client monthly. Invoices will reflect percentage of completion for each phase of work.
- II. Fees, including Reimbursable Expenses, are due and payable within thirty (30) days of date of invoice. Schmidt Design Group, Inc. reserves the right to charge a service fee of 18% per year on all accounts not paid within thirty (30) days of presentation and until said account is paid in full. Any costs related to the collection of fees, including reasonable attorney's fees, shall be added to the cost of service. Schmidt Design Group, Inc. shall have the right to stop work if any payment, including payment for extra work, is not made to Schmidt Design Group, Inc. as agreed under this contract. In event of such nonpayment, Schmidt Design Group, Inc. may refuse to perform further until all payments are received.
- III. The Schmidt Design Group, Inc. will prepare their drawings and specifications in a timely manner but it is agreed between parties that the Schmidt Design Group, Inc. cannot be responsible for delays occasioned by factors beyond their control, nor by factors which could not have been reasonably foreseen at the time this agreement was prepared and executed.
- IV. This agreement may be terminated at any time by written notification from either party. If the Client or Schmidt Design Group, Inc. terminates the work involved under any phase of the project, at any time between commencement and completion of the work, Schmidt Design Group, Inc.'s fee shall be only the per diem costs to date, in accordance with the firm's hourly rates, plus any miscellaneous charges authorized by the Client and advanced by Schmidt Design Group, Inc.
- V. All concepts, drawings, plans and specifications, as instruments of professional service, shall remain the exclusive property of Schmidt Design Group, Inc. Their use is intended solely in connection with this project. The Schmidt Design Group Inc., shall be held harmless and indemnified against all losses, damages and costs arising out of any reuse or change to said documents by the Client or his agents without written authorization from Glen Schmidt, President of Schmidt Design Group, Inc.
- VI. All lump sum and hourly fees stated herein are valid for six (6) months from the date of the Landscape Architect's signature. If this contract is not executed within that time, the Schmidt Design Group, Inc. reserves the right to revise their fees and charge at its current rates at that time. Upon execution of the agreement, hourly fees for additional services may be adjusted by the Schmidt Design Group, Inc. one time annually.
- VII. In an effort to resolve any conflicts that may arise during the design and/or construction of the project or following the completion of the project, the Client and the Schmidt Design Group, Inc. agree that all disputes between them arising out



of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.



- VIII. Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and the Schmidt Design Group, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Schmidt Design Group, Inc. and their subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Schmidt Design Group, Inc. and their subconsultants to all those named shall not exceed the consultants total fee on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- IX. Integration Clause: Client acknowledges that this agreement supersedes all written or oral agreements, if any, between parties and that this agreement constitutes the entire and only agreement pertaining to the work to be performed hereunder. This agreement can only be modified by an agreement in writing signed by both parties.

Thank you for your consideration. We look forward to working with you on this exciting project. If the foregoing reflects a mutual understanding, then please sign the enclosed copy and return it to our office to initiate our work.

Very truly yours,

AGREED AND ACCEPTED

Jeff Justus, RLA, ASLA,
Sr. Associate – Head of Production
Schmidt Design Group, Inc.

Morey Rahimi
HTA Engineering and Construction

Date

ABOUT THE FIRM



SCHMIDT DESIGN GROUP, INC.

About The Firm

The Schmidt Design Group, Inc. integrates an artistic approach to landscape architecture and planning with technical expertise and environmental sensitivity. Founded in 1983 by landscape architect and planner Glen Schmidt, FASLA, the Schmidt Design Group, Inc. has received more than 75 local, state and national awards for design and technical competence. The firm's work has been featured in a variety of publications including: "Contemporary Trends in Landscape Architecture" and "Innovative Design Solutions in Landscape Architecture" written by Steven L. Cantor. The firm is headquartered in San Diego with a branch office in Sacramento and holds Landscape Architecture Registration in California, Arizona and Nevada. A portfolio of the firm's award-winning experience can be viewed at www.schmidt-design.com.

Experience in the Public Sector

Schmidt Design Group, Inc. has successfully created more than 200 public places and projects for 47 municipalities within the Southwest. Experience examples include:

- 25 New Regional and Community Parks
- 23 New Neighborhood Parks
- 45 Public Park Renovations
- 22 Public Buildings Landscaping
- 7 Skate Parks
- 25 Streetscapes
- 18 Reservoir/Pipeline Projects
- 7 Linear Trails and Corridors
- 12 Interpretive Education Projects
- 7 Coastal Projects
- 10 Public Planning Projects
- 60+ Public School Facilities

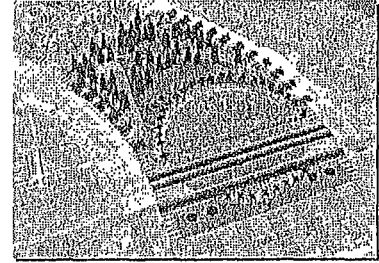
Additional Areas of Expertise

- Facilitation and community consensus building
- Public art and artist collaboration
- Innovative playground design and certified inspection capabilities
- Low Impact Development
- Native and low-water use designs
- Habitat restoration
- Therapeutic environments
- Urban environments
- Planning
- Federal Department of Defense experience

PARK RENOVATION EXPERIENCE

Children's Park, San Diego, CA

The renovation of this one acre park near the Children's Museum in downtown San Diego will provide a more usable open-space area for public use. The park features a large pond with a fountain originally designed by Peter Walker, which is bifurcated by the Martin Luther King, Jr. Promenade as it passes through the park. Schmidt Design Group, Inc. is currently providing design development services to create a park that will pay respect to the original design as well as providing an innovative, functional, and economical open-space for public use.



Children's Park

Colina Del Sol Neighborhood Park, San Diego, CA

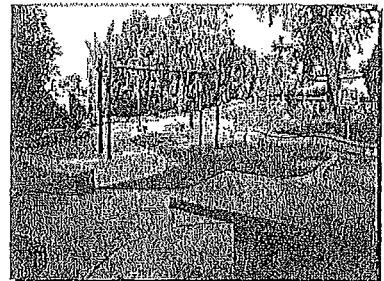
This project included the design and renovation of play equipment, extensive community involvement, workshops, and meetings. ADA access was provided from the parking area to the playground. A new accessible ramp was installed along with a new plaza area complete with trees in tree grates, benches, picnic tables and a drinking fountain. The playground was expanded to include an independent 2-5 play area with swings, a 5-12 play area with swings, and a designated ADA accessible sand/water table play area.



Colina Del Sol Neighborhood Park

Via Del Norte Park, San Diego, CA

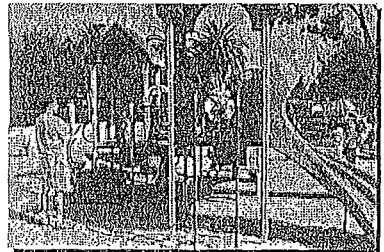
The design of Via Del Norte Park was inspired by the ocean sea birds that live in La Jolla, CA. Poetry from community members was incorporated in the paving and seat wall through vivid colors and tiles made by local children. Amenities included a children's play area and picnic shelters. Schmidt Design Group, Inc. provided design development, community workshops, presentations and construction drawings, and ADA renovations.



Via Del Norte Park

Ocean Beach Playground, San Diego, CA

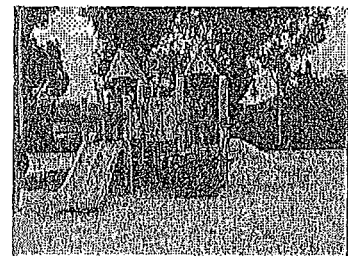
The scope of work included removal of outdated play equipment and providing ADA accessibility to the playground from the street and the adjacent community center. New poured in place resilient surfacing, sand and perimeter seat wall/containment curb was installed to separate the play area from the adjacent turf field and alley access to the community center.



Ocean Beach Playground

Roadrunner Neighborhood Park, San Diego, CA

As prime consultant, the Schmidt Design Group, Inc. provided design services for this project to replace the old outdated play equipment with new ADA accessible play equipment with appropriate loose fill resilient surfacing and poured in place rubber surfacing. The scope of work included: development of conceptual design alternatives, community workshops, public presentations, construction documents and construction administration.



Roadrunner Park 2-5 Play Equipment

Penasquitos Creek Park, San Diego, CA

The Schmidt Design Group, Inc. originally provided Construction Documents and Construction Administration for this 5 acre park, in the late 1980's, which included picnic areas, children's play areas, multipurpose court, security lighting, planting and irrigation. The Schmidt Design Group, Inc. provided landscape architectural services for the renovation of the playground to update the play area to current ADA standards in 2004.



Penasquitos Creek Park (5-12 Structure)

Rancho Jurupa Park, Riverside, CA

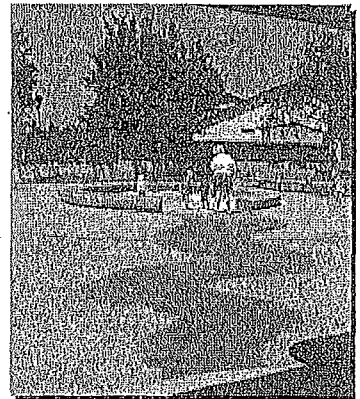
Rancho Jurupa Park is a 200 acre recreation and fishing area near the Santa Ana River. Schmidt Design Group, Inc. is provided design services, construction documents, bidding, and construction administration for improvements to the park. Amenities include camping cabins, picnic areas, equestrian trails, a disc golf course, biking trails, hiking trails, fishing, and passive and active play areas.



Rancho Jurupa Park

Kate Sessions Park, San Diego, CA

Schmidt Design Group, Inc. provided landscape architectural design for renovating the children's play area. The shape of the playground and ADA access walkway were designed to look like a seed with its newly forming root just emerging from the seed. The design is a memorial to Kate Sessions. The design also included tiles etched with the leaves of various trees that Kate Sessions introduced into the park. The tiles allow park users to "key" the leaves and find out the name of the tree they came from. The leaf patterns are also etched into the seat wall.



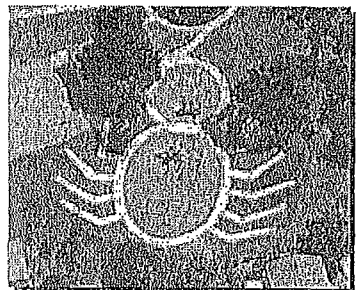
Garden Road Park

Garden Road Park, Poway, CA

The theme of this park is based on the folk tale "Stone Soup". This story is told on stones arranged around the children's play area, emphasizing the importance of communities working together.

Westside Park Playground, Escondido, CA

Schmidt Design Group, Inc. utilized the theme of the "Itsy Bitsy Spider" poem for this children's playground in Escondido, CA. The head of the spider is the toddler play area and the body is the school age play area. Concrete walkways are the legs of the spider with the Itsy Bitsy Spider poem etched into the paving – Spanish on one side and English on the other.



Westside Park

Other Selected Projects

- Emerald Hills, San Diego, CA
- Sabre Springs Playground, San Diego, CA
- El Norte Park, Escondido, CA

NEW PARK DESIGN EXPERIENCE

Views West Park, San Diego, CA

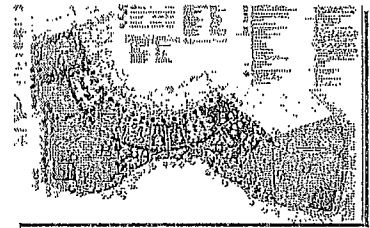
The Schmidt Design Group provided final construction documents and construction administration for this new 19.5 acre park. Amenities include two regulation softball fields including ballfield lighting of the fields, sand volleyball court, multipurpose court, restroom/concession building, parking lot, picnic areas, children's play areas, security lighting, planting, and irrigation. Active community input and participation was included in the programming process.



Views West Park

Pacific Breezes Community Park, San Diego, CA

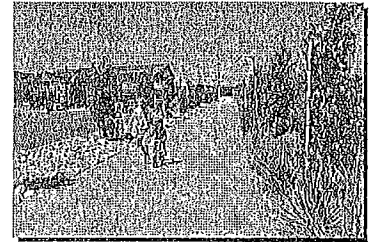
This twenty acre site includes a fifteen acre city park and a five acre Joint Use ball field shared with Ocean View Hills Middle School. Phase 1 includes two lighted adult softball fields, lighted tennis courts with tennis club office building, walking trails, picnic structures, passive park space and a restroom/storage facility with concession stand. The park will also provide playgrounds with climbing walls, play structures, and a skate park. Strong design elements in the form of a radiating entry drive and seat wall with educational quotes embedded in the wall to signify the relationship between athletics, education, and exploration within the site.



Pacific Breezes Park

Ocean Air Park, San Diego, CA

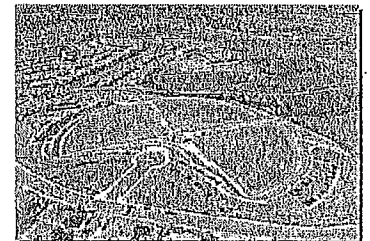
Ocean Air is an eighteen acre park shared with the adjacent Ocean Air Elementary School. It includes a 16,500 square foot, LEED Silver certified community center; large children's play area; passive open space with walking trails throughout; outdoor basketball court; station exercise elements; and picnic pavilions. A tree-lined, decomposed granite pathway provides an organizing element and creates wind-rows which will reduce cross-winds throughout. This central spine also includes a bio-swale that accepts the park's drainage.



Ocean Air Park

Mount San Miguel Community Park, San Diego, CA

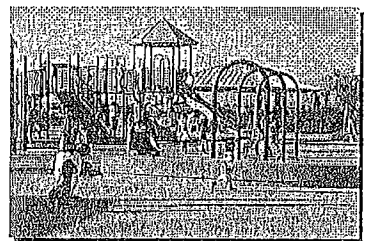
Mount San Miguel Community Park is a nineteen acre park with three softball fields radiating from a centrally located concession stand/restroom building. Other amenities include a dog park, a tennis court, a basketball court, picnic areas, regional trail connections, and an all ages playground.



Mt. San Miguel Park

Camino Ruiz Park, San Diego, CA

This neighborhood park includes youth baseball fields, a central plaza, picnic areas, children's play areas, environmental education overlooks, parking for 180 vehicles, and a restroom/concession building. The park is surrounded by sensitive open space with a number of unique educational overlooks. Each features a different theme such as the birds of the area, cultural history, plants and animals, the river, and a celebration of the solstice. The children's play area incorporates Aesop's fable "The Wind and the Sun" as its theme with the fable etched into the paving and elements of the playground related to the story.



Camino Ruiz Park

SCHMIDT DESIGN GROUP, INC.

JEFF JUSTUS, RLA, ASLA

Senior Associate and Head of Production

Jeff Justus has over 20 years of in-depth experience in private and public landscape architectural practices and is head of production for Schmidt Design Group, Inc. He has worked as project manager for hundreds of small and large scale landscape projects.

Mr. Justus is a Certified Playground Safety Inspector (CPSI) through the National Playground Safety Institute, the most comprehensive training on public playground safety. CPSI's are certified to inspect playgrounds for safety issues; making sure that each playground they inspect is up to current national standards, developed by the American Society for Testing and Materials and Consumer Product Safety Commission.

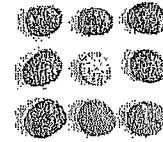
For nearly ten years prior to joining the Schmidt Design Group, Inc., Mr. Justus was a civilian staff landscape architect for the Navy Public Works Center in San Diego, California. Mr. Justus acted as the Division Manager in designing and managing recreational facilities, club facilities, industrial sites, hospitals, family housing, slope stabilization and revegetation, streetscapes and coastal waterfront developments.

APPOINTMENTS

City of Chula Vista, Design Review Board 2006-2007.

PARK PROJECT EXAMPLES:

- Mt. San Miguel Park, Chula Vista, CA
- Lake Skinner Recreation Area, Riverside, CA
- Views West Park, San Diego, CA
- Angier Elementary School Park, San Diego, CA
- Pacific Breezes Community Park, San Diego, CA
- Walnut Grove Park, San Marcos, CA
- Cottonwood Creek Park, Encinitas, CA
- Via Del Norte Park, San Diego, CA
- Camino Ruiz Park, San Diego, CA
- Colina Del Sol Park Renovation, San Diego, CA
- Road Runner Park, San Diego, CA
- OB Playground Renovation, San Diego, CA
- Kate Sessions Park Renovation, San Diego, CA
- Westside Park, Escondido, CA
- El Norte Park, Escondido, CA
- Garden Road Park, Poway, CA
- Penasquitos Creek Park, San Diego, CA



PROFESSIONAL LICENSE

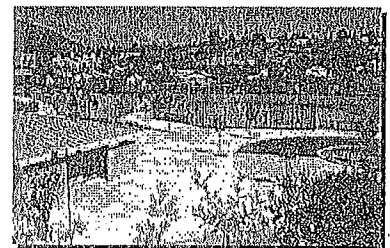
Registered
Landscape Architect
CA #4028
Certified Playground
Inspector #2308-1106
California Licensed
Landscape Contractor #C-
27 #631473 (inactive)

EDUCATION

Bachelor of Science in
Landscape Architecture,
1990
California State University
San Luis Obispo

PROFESSIONAL AFFILIATION

- Member, American
Society of Landscape
Architects
- Member, California Parks
and Recreation Society
- Member, American
Society of Civil Engineers



Views West Park

SCHMIDT DESIGN GROUP, INC.

NATE MAGNUSSON, ASLA, LEED AP

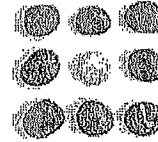
Project Manager

Nate Magnusson has six years of experience in landscape architecture. His work includes design and preparation of construction documents for parks, commercial/industrial projects, and urban landscape design. Mr. Magnusson also has experience in project production and graphic support. He has strong drafting skills, proficiency in graphics, site design, layout design, grading, cost estimation, and construction details.

Mr. Magnusson obtained certification as LEED AP, the nationally recognized Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ that encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools and performance criteria.

PROJECT EXPERIENCE (PARTIAL LIST)

- LA Harbor College Parking Structure, Los Angeles, CA
- Miramar College Parking Structure and Police Substation, San Diego, CA
- Merrill Gardens Development, San Diego, CA
- West Lewis Mini-Park, San Diego, CA
- Lake Skinner Recreation Area, Riverside, CA
- Rancho Jurupa Park, Rubidoux, CA
- Stone Brewing World Bistro & Gardens, Escondido, CA
- Mt. San Miguel Community Park, San Diego, CA
- Ocean Air Park, San Diego, CA
- Juarez Elementary School, San Diego, CA
- Bill Beck Park, El Cajon, CA
- Rhodes Crossing Development, San Diego, CA
- Cottonwood Creek Park, Encinitas, CA
- Farb Middle School, San Diego, CA
- Haster Basin Recreational Fields, Garden Grove, CA
- Martin Luther King Jr. Memorial, San Diego, CA
- Encinitas Pedestrian Crossings, Encinitas, CA
- Ward Canyon Neighborhood Park, San Diego, CA
- Civita Development, San Diego CA

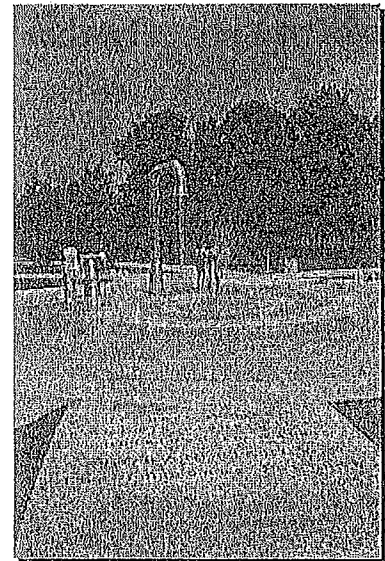


EDUCATION

Bachelor of Science in
Landscape Architecture
Arizona State University, 2005

ACCREDITATION

LEED AP, 2009



Lake Skinner Recreation Area



Department of
General Services
 BUILDING GREEN · BUYING GREEN · WORKING GREEN

SCHMIDT DESIGN GROUP INC - #10702

SUPPLIER PROFILE			
Legal Business Name	SCHMIDT DESIGN GROUP INC		
Doing Business As	SCHMIDT DESIGN GROUP INC		
Address	2655 4TH AVE SAN DIEGO, CA 92103	Phone	(619) 236-1462
		FAX	(619) 236-8792
Email	gschmidt@schmidt-design.com		
Web Page	http://www.schmidt-design.com		
Business Types	Service		
Service Areas	Alameda County, Alpine County, Amador County, Butte County, Calaveras County, Colusa County, Contra Costa County, Del Norte County, El Dorado County, Fresno County, Glenn County, Humboldt County, Imperial County, Inyo County, Kern County, Kings County, Lake County, Lassen County, Los Angeles County, Madera County, Marin County, Mariposa County, Mendocino County, Merced County, Modoc County, Mono County, Monterey County, Napa County, Nevada County, Orange County, Placer County, Plumas County, Riverside County, Sacramento County, San Benito County, San Bernardino County, San Diego County, San Joaquin County, San Luis Obispo County, San Mateo County, Santa Barbara County, Santa Clara County, Santa Cruz County, Shasta County, Sierra County, Siskiyou County, Solano County, Sonoma County, Stanislaus County, Sutter County, Tehama County, Trinity County, Tulare County, Tuolumne County, Ventura County, Yolo County, Yuba County,		
Keywords	landscape counseling planning lawn garden service ornamental shrub tree services engineering architectural surveying management consulting public relations facilities support business n.e.c.		
Classifications	701117 - Parks and gardens and orchards 901117 - Camping and wilderness facilities		

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Dec 7, 2009	Dec 31, 2011

Certification History

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Apr 3, 2006	Sep 30, 2009
SB	Expired	Apr 11, 2003	Mar 31, 2006
SB	Expired	Feb 29, 1996	Jan 31, 1998

Pacific Play Systems, Inc. is a local San Diego county full service playground firm and leading southern California supplier of playground equipment and related accessories. Representing the full line of Krauss Craft products, Pacific Play Systems provides a local one stop destination for all commercial playground equipment needs offering its customers its extensive experience in the field of playground equipment design, manufacturing and installation.

Krauss Craft, Inc., made in the USA, has been manufacturing its state of the art Playcraft line of commercial playground equipment right here on the west coast for over 20 years and is the finest in the industry, with an emphasis on quality, innovation and value, and always designed with safety and durability in mind.

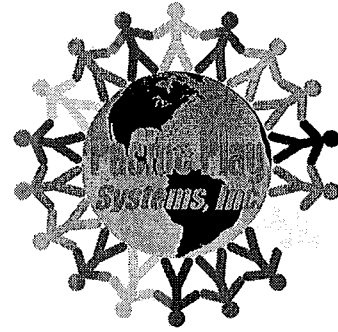
Pacific Play Systems, Inc.

*3142 Tiger Run Court, Suite 116
Carlsbad, CA 92010*

email: sales@pacificplayinc.com
web: www.pacificplayinc.com

Phone: 760-599-7355

Fax: 760-599-7385



PACIFIC PLAY SYSTEMS, INC.

3142 Tiger Run Court, Suite 116, Carlsbad, CA 92010

Phone: (760) 599-7355 - Fax: (760) 599-7385

Email: sales@pacificplayinc.com - Website: <http://www.pacificplayinc.com/>

About Pacific Play Systems, Inc.

Pacific Play Systems is a leading supplier of cutting edge commercial playground equipment, indoor playgrounds and resilient surfacing in southern California. We offer a full range of products that allows us to deliver a complete package that includes free consultation and design, equipment, safety surfacing, shade systems, site furnishings and amenities, as well as complete installation.

When it comes to the planning and installation of high quality accessible commercial playground equipment, Pacific Play Systems offers a design build service which starts out with a free consultation and evaluation of existing site facilities, followed by a design proposal customized to the client's budget and special needs, all at no cost or obligation. Our seasoned staff has a proven track record with twenty years of experience in the commercial playground equipment industry with expertise in design, manufacturing and construction. We also work closely with the factory designers and engineers at Playcraft in order to deliver the highest quality products and professional services to our clients.

At Pacific Play Systems, we have assembled the highest quality American made products, manufactured by the most reputable and environmental-friendly local and regional playground equipment manufacturers in order to ensure longevity and years of trouble-free use. Our exciting line of Playcraft commercial playground equipment is manufactured right here on the west coast by Krauss Craft and comes with the best product warranty available. We also offer soft-play and soft-contained playground equipment, ideal for installation at indoor or outdoor locations.

Pacific Play offers a full range of recreational related products and services that allows it to offer customers a complete package that includes equipment, surfacing, shade, site furnishings and installation. Pacific Play's Playcraft line of playground equipment and safety surfacing products meet or exceed the design and safety guidelines per ASTM F1487-07, ASTM F2223-04, ASTM F1292 and USCPSC publications for playground equipment designed for public use. Pacific Play offers a wide range of accessible equipment designed to meet the latest guidelines developed by the Federal Access Board. Pacific Play Systems is a local company, located in Carlsbad, CA.

Business Information & Qualifications

Pacific Play Systems, Inc.

Pacific Play Systems was founded in 2010. However, the management team at Pacific Play Systems has been engaged in the commercial playground industry since 1991

Business Type

Pacific Play Systems, Inc. is a California corporation and was incorporated as an S-corporation in January of 2011

Licenses

Pacific Play Systems is licensed as a general contractor in the State of California
License number: 957776
Classifications: A, B, C61/D34 and C61/D12

Corporate Officers

Ali Bemanian: President, Secretary & Treasurer
Elizabeth Bemanian: Vice President

Industry Experience and Expertise

Management team at Pacific Play Systems has 20+ years of experience in the commercial playground equipment industry with expertise in design, manufacturing and installation of commercial playground equipment and related products and services

Company President, Ali Bemanian brings a unique perspective to the playground industry with a Masters degree in architecture and years of experience and expertise in the related fields of design, construction and manufacturing

Products

Pacific Play Systems is southern California's sole distributor of Playcraft products, manufactured by Krauss Craft, Inc. Additionally, Pacific Play carries the following related products and accessories:

Poured-in-place rubberized surfacing, made by Tot-Turf as well as other manufacturers
Rubberized tiles manufactured by Sof-Surfaces as well as other manufacturers

Various shade products such as shade structures, shelters, canopies and commercial shade umbrellas manufactured by SII, Shade Structures, Inc, and Custom Canopies

Organic safety surfacing such as playground sand and engineered wood fibers

Soft-contained and soft-play indoor and outdoor playground equipment
Water park equipment and water play components

BUY LOCAL, GO GREEN!!

Sample of Recent Projects Completed

Pacific Play Systems, Inc.

Furnish and install playground equipment
Stuart Mesa Housing, US Marine Corps, Camp Pendleton, CA
Approx. cost: \$120,000.00

Furnish and install playground, surfacing & fitness equipment
Marine Corps Air & Combat Center, MCB 29 Palms, CA
Approx. cost: \$30,000.00

Furnish and install playground equipment (in progress)
Camino Bernardo HOA, San Diego, CA
Approx. cost: \$100,000.00

Furnish and install playground equipment
San Diego County Estates HOA, Ramona, CA
Approx. cost: \$75,000.00

Supply Products & Materials
Mass-Set-Co, Ltd. Tokyo, Japan
Phase 1, Approx. cost: \$40,000.00
Phase 2, Approx. cost: \$60,000.00

Furnish and install playground equipment
MAAC Project Head Start, Escondido 7, Escondido, CA
Approx. cost: \$50,000.00

Furnish and install playground equipment
MAAC Project Head Start, Escondido 8, El Norte Center, Escondido, CA
Approx. cost: \$56,000.00

Furnish and install soft-contained playground equipment
MAAC Project Head Start, Escondido 8, Escondido, CA
Approx. cost: \$55,000.00

Furnish and install playground equipment (in progress)
O'Farrell School, San Diego USD, San Diego, CA
Approx. cost: \$45,000.00

Furnish and install soft-contained playground equipment
Alejandro Delgadillo, Santa Ana, CA
Approx. cost: \$55,000.00

Other Projects:

Avocado HOA, San Marcos, CA
La Jolla YMCA (in progress), La Jolla, CA
Vista Springs Apartments (in progress), Moreno Valley, CA



THE CITY OF SAN DIEGO

January 13, 2012

Pacific Play Systems, Inc.
Ali Bemanian
Elizabeth Bemanian
3142 Tiger Run Court #116
Carlsbad, CA 92010

Subject: Small Local Business Enterprise Certification

Dear Ali and Elizabeth:

Congratulations! We have reviewed your application and you have been approved for certification. You are certified as an Emerging Local Business Enterprise (ELBE). Your certification number is 12PP0628 and your classification is General Services. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective January 6, 2012. This certification expires on January 6, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

If you have any questions please call 619-236-6297.

Thank you,


Debra Fischle-Faulk
Department Director



Administration Department
Small Local Business Enterprise Program
202 C Street, 9th Floor, MS 9A
San Diego, CA 92101-4806
Telephone (619) 236-6297 Fax (619) 236-7344

Tot-Turf's Aliphatic Poured In Place Surfacing, by Robertson Industries, is called for the by the City and is the product being used in this proposal. Robertson Industries manufactures one of the highest quality surfacing products available, has a proven track record in the industry and is a preferred vendor by many. These playground surfacing products are made with recycled materials, making the products environmental-friendly, durable and attractive. In particular, Robertson's Tot-Turf contains over 80% of recycled materials, much of which is comprised of recycled California tires and carries a five-year warranty. Since 1991 Robertson Industries has been adding service centers to Arizona, California, Nevada, Texas, and Florida. Each center is staffed with specially trained sales and installation personnel.

TotTurf® Aliphatic

Poured in Place Product Specifications

TotTurf a PLAYCORE company

September 2010

TotTurf® Aliphatic

PART 1 – General

1.01 POURED IN PLACE PLAYGROUND SURFACING

TotTurf® Aliphatic poured in place rubber playground surfacing shall consist of a polyurethane binder mixed with 100% recycled, shredded tire buffings which will make up the Cushion Layer. The Cushion Layer is capped with EPDM, TPV or Treated SBR rubber granules mixed with a polyurethane binder creating the Wear Course. Robertson Industries, Inc. surfaces comply with ADA and CPSC guidelines as well as ASTM Standards. TotTurf® is certified by IPEMA, a third party testing organization for playground surfaces and equipment.

1.02 PERFORMANCE REQUIREMENTS

- A. Area Safety: Poured in place within playground equipment use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F 1292-04. The surface must yield both a peak deceleration of no more than 200 G-max and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings.
- B. Accessibility: **NOTE: Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI) Design Criteria. The requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children's outdoor play areas.**
- C. Poured in place surfaces intended to serve as accessible paths of travel for persons with disabilities shall be firm, stable and slip resistant, and shall meet the requirements of ASTM F 1951- 08 and ASTM F 1292-04.
- D. Poured in place surfaces shall be manufactured and installed by trained, experienced company employees or certified installers who have successfully completed the "Certified Installers Training Program" required by Robertson Industries.

TotTurf® Aliphatic

Poured in Place Product Specifications

TotTurf a PLAYCORE company

September 2010

E. Submittals: The following shall be submitted:

1. One original hard copy of the submittal package will be provided. Additional hard copies available by request. All specifications/details/testing data can be found on TotTurf® website www.totturf.com.
2. Manufacturer's descriptive data and installation instructions.
3. Manufacturer's details showing depths of Wear Course and sub-base materials, anchoring systems and edge details.
4. Upon request, a listing of at least five installations where products similar to those proposed for use have been installed and have been in service for a minimum period of 3 years. This list shall include owner or purchaser, address of installation, date of installation, contact person, and phone number.
5. A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM-F1292-04 for a head-first fall from the highest accessible portion of the specified playground equipment.
6. A signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer's Trained Installers.
7. A certificate of Insurance shall be provided by Robertson Industries, Inc. for poured in place surfacing for use as playground safety surfacing, covering both general and product liability, of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, with an excess/umbrella liability of \$25,000,000. The issuing underwrite shall be AA rated.
8. Upon request, 2 inch X 3 inch (60mm x 80 mm) samples of the proposed material for this project.
9. IPEMA certification mandatory.

F. Delivery, Storage and Handling: Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

TotTurf® Aliphatic

Poured in Place Product Specifications

TotTurf a PLAYCORE company

September 2010

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1. One original hard copy of the submittal package will be provided. Additional hard copies available by request. All specifications/details/testing data can be found on TotTurf® website www.totturf.com.
2. Manufacturer's descriptive data and installation instructions.
3. Manufacturer's details showing depths of Wear Course and sub-base materials, anchoring systems and edge details.
4. Upon request, a listing of at least five installations where products similar to those proposed for use have been installed and have been in service for a minimum period of 3 years. This list shall include owner or purchaser, address of installation, date of installation, contact person, and phone number.
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F. Delivery, Storage and Handling: Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

TotTurf® Aliphatic

Poured in Place Product Specifications

TotTurf a PLAYCORE company

September 2010

- G. Project Site Conditions: Poured in Place surfacing must be installed on a dry sub-surface, with no prospect of rain within the initial drying period, and within the recommended temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55 degrees F), and/or high humidity may affect cure time, and the structural integrity of the final product. Immediate surrounding sites must be reasonably free of dust conditions or this could affect the final surface look. The manufacturer's Service Center Manager reserves the right to control the installation based on such factors without penalty to Robertson Industries, Inc.
- H. Sequencing and Scheduling: Poured in place surfacing shall be installed after all playground equipment, shade structures, signs and any other items that will be within the surfacing area. Surface installation coordinated by a Robertson Industries, Inc. representative.
- I. Warranty: Poured in place surface shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship AND material for a limited five (5) year period or as specified and agreed upon per alternate contract. Warranty will be specific to maintenance requirements and performance standards of completed product.

PART 2 – PRODUCTS

Safety surfacing shall consist of synthetic materials meeting the requirements of this specification. The type of safety surfacing shall be TotTurf® Aromatic, manufactured and installed by Robertson Industries, Inc., Telephone: 800-858-0519.

2.01 Product Scope

- A. Poured in Place Surface: The poured in place surface shall consist of 100 percent recycled shredded tire material mixed with a polyurethane binder and capped with either an EPDM, TPV or Treated SBR granule and mixed with an Aliphatic binder.
- B. It shall consist of a uniform material manufactured in such a way that the top portion meets the requirements specified herein for wear surface.
- C. The type of safety surfacing shall be a poured-in-place system and shall be

Rubber Surfacing For Playgrounds

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Poured in Place Product Specifications

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indicated on the drawings.

2.02 Cushion Layer Section

- A. Impact Attenuating Cushion Layer: Cushion Layer consists of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient porous material.
- B. Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length.
- C. Foam or standard rubber granules are not to be permitted in Cushion Layer
- D. Binder shall be between 12-14 percent of the total weight of the material, and shall provide 100 percent coating of the particles.
- E. The Cushion Layer shall be compatible with the Wear Course and must meet requirements herein for impact attenuation.

2.03 Wear Course

- A. The following are TotTurf® Custom Colors available: Cancun, Arizona Gold, Sherwood Forest, Blue Moon and California Dream'n. (See TotTurf.com)
- B. Wear Course shall consist of Ethylene Propylene Diene Monomer (EPDM), Thermal Plastic Vulcanized (TPV) or Treated SBR (Styrene Butadiene Rubber) granules with an Aliphatic binder formulated to produce an even, uniform, seamless surface up to 2000 square feet.
- C. EPDM shall be peroxide cured with an EPDM content of 26 percent and shall include a Processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization and UV stability.
- D. ASTM D 2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.
- E. Size of EPDM granules shall be 2-4 mm across. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.

TotTurf® Aliphatic

Poured in Place Product Specifications

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- F. TPV shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between 1-4mm. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.
- G. Size of Treated SBR Granules shall be 1-3 mm across. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.
- H. Thickness of Wear Course shall be a minimum ½ inch (12.7 mm).
- I. The Wear Course shall be porous.

2.04 BINDER

- A. No Toluene Diphenyl Isocyanate (TDI) shall be used.
- B. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.
- C. Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/1) and no more than 9.5 lbs/gal (1.14 Kg/1)
- D. Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original quality.

MATERIALS

- A. **Wear Course – EPDM Granules:**
 - Manufacturer: RTH Processing, Inc.
 - As distributed by: Robertson Industries, Inc. - (800) 858-0519
 - Location Used: Playground Area
- B. **Wear Course- TPV Granules:**
 - Manufacturer: Rosehill Polymers
 - As distributed by: Robertson Industries, Inc. - (800) 858-0519
 - Location Used: Playground Area

TotTurf® Aliphatic

Poured in Place Product Specifications

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- F. TPV shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between 1-4mm. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.
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MATERIALS

- A. **Wear Course – EPDM Granules:**
 - Manufacturer: RTH Processing, Inc.
 - As distributed by: Robertson Industries, Inc. - (800) 858-0519
 - Location Used: Playground Area
- B. **Wear Course- TPV Granules:**
 - Manufacturer: Rosehill Polymers
 - As distributed by: Robertson Industries, Inc. - (800) 858-0519
 - Location Used: Playground Area

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-
- C. **Wear Course- Treated SBR Granules:**
Manufacturer: Ryvec, Inc.
As distributed by: Robertson Industries, Inc. - (800) 858-0519
Location Used: Playground Area
- D. **Cushion Layer – TotTurf Shredded SBR**
As distributed by: Robertson Industries, Inc. - (800) 858-0519
Location Used: Playground Area
- E. **Binder – VORAMER MR 1099- extreme heat and humidity conditions**
Manufacturer: Dow Chemical
As distributed by: Robertson Industries, Inc. - (800) 858-0519
Location Used: Playground Area
- F. **Binder – VORAMER MR 1105- normal weather conditions**
Manufacturer: Dow Chemical
As distributed by: Robertson Industries, Inc. - (800) 858-0519
Location Used: Playground Area
- H. **Binder- Voramer MR 1108- humid conditions**
Manufacturer: Dow Chemical
As distributed by: Robertson Industries, Inc. - (800) 858-0519
Location Used: Playground Area
- I. **Binder- Voramer MR 1160**
Manufacturer: Dow Chemical
As distributed by: Robertson Industries, Inc. - (800) 858-0519
Location Used: Playground Area
- J. **Binder- BFLV-5**
Manufacturer: Ryvec, Inc.
As distributed by: Robertson Industries, Inc. - (800) 858-0519
Location Used: Playground Area
- K. **Binder- BFLV-6**
Manufacturer: Ryvec, Inc.
As distributed by: Robertson Industries, Inc. - (800) 858-0519
Location Used: Playground Area
- L. **Binder- Aliphatic**
Manufacturer: Marchem Pacific, Inc.

TotTurf® Aliphatic

Poured in Place Product Specifications

TotTurf a PLAYCORE company

September 2010

As distributed by: Robertson Industries, Inc. - (800) 858-0519
Location Used: Playground Area

PART 3 – EXECUTION

3.01 SITE PREPARATION (OWNER OR OWNERS REPRESENTATIVE SHALL)

- A. Finished Grade/Slope: Verify that finished elevations of adjacent areas are as indicated on the architectural or site plans, that the appropriate sub-grade elevation has been established for the particular safety surface to be installed, and that the subsurface has been installed per architectural, site or equipment plans while meeting accessibility and use zones requirements.
- B. Sub base: Tolerance of concrete or bituminous sub base shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Tolerance of aggregate sub base shall be within 3/8 inch (10mm) in 10 ft (3050 mm). Verify that aggregate sub base has been fully compacted in 2" watered lifts to 95 percent or greater.
- C. Curing of Asphalt and Concrete: If poured in place surfacing is installed, verify that concrete Sub base has cured (All areas appear white in color usually between 3-7 days) and that all concrete curing compounds and other deleterious substances that might adversely affect adhesion have been removed. Surface shall be clean and dry.

Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of our installation crews

- D. Drainage: Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.

3.02 INSTALLATION

- A. Poured in Place Surfacing: Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to 2,000 square feet per day and completely bonded to concrete of sub base. Material shall cover all foundations and fill around all elements penetrating the surface.)

Rubber Surfacing For Playgrounds

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September 2010

- B. Cushion Layer: Whenever practical, cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see detail) and fully coat the step of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.
- C. Wear Course: Wear Course must be either high quality peroxide cured EPDM, TPV or Treated SBR granules. Wear surface shall be bonded to Cushion Layer. If necessary, additional primer will be used between the cushion layer and Wear Course. Apply adhesive to Cushion Layer in small quantities allowing the Wear Course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Except where the Wear Course is composed of differing color patterns, pour shall be continuous and seamless up to *2,000 square feet per day*. (Contact sales representative for seamless installations in excess of 2000 square feet) Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain Wear Course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Under special conditions and with owners written approval seams may be permitted in same color pad. Consult with manufacturer for specific applications.
- D. Perimeter: For installations over existing concrete, the perimeter must be saw cut to provide a keyway 1" deep x 1" wide, or formed during the pour, with surfacing rolled down inside void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or boarder the inside vertical edge shall be primed with adhesive and the final 2" of the cushion layer shall be tapered to allow the wear surface material to be 1.5"- 2" thick where it joins the concrete edge.
- E. When installing over new or existing asphalt, a curb or other type of border must be installed around the entire pad. Primer adhesive must be applied to the inside vertical edge of the border before PIP surface installation.
- F. Thickness: Construction methods, such as the use of measured screeds or guides shall be employed to ensure that full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.

TotTurf® Aliphatic

Poured in Place Product Specifications

TotTurf a PLAYCORE company

September 2010

-
- G. Clean Up: Manufacturer's installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.

 - H. Protection: The safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the owner from all traffic during the curing period of 48 hours or as instructed by the manufacturer.

 - I. Manufacturer's Services: For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

All specifications/details/testing data can be found on the
Robertson Industries, Inc. website www.totturf.com

who come to visit the park. Lastly, this design far exceeds the minimum requirement for the number of ground level components for ADA access. Please see ADA summary for list of components.

Tot-Turf's Aliphatic Poured In-Place Surfacing, by Robertson Industries, is called for the by the City and is the product being used in this proposal. Robertson Industries manufactures one of the highest quality surfacing products available, has a proven track record in the industry and is a preferred vendor by many. These playground surfacing products are made with recycled materials, making the products environmental-friendly, durable and attractive. In particular, Robertson's Tot-Turf contains over 80% of recycled materials, much of which is comprised of recycled California tires and carries a five-year warranty.

Pacific Play Systems, Inc. is a local San Diego county full service playground firm and leading southern California supplier of playground equipment and related accessories. Representing the full line of Krauss Craft products, Pacific Play Systems provides a local one stop destination for all commercial playground equipment needs offering its customers its extensive experience in the field of playground equipment design, manufacturing and installation.

Krauss Craft, Inc., made in the USA, has been manufacturing its state of the art Playcraft line of commercial playground equipment right here on the west coast for over 20 years and is the finest in the industry, with an emphasis on quality, innovation and value, and always designed with safety and durability in mind.

PLAYGROUND DESIGN CONCEPT

Play is the most natural form of exercise that children can participate in. As such, a number of elements, such as physical, social/emotional, mental and other elements are always taken carefully into consideration in providing a playground design that enables children to achieve some of these most important healthy goals:

- *Reduces the likelihood of all kinds of diseases and other adverse health conditions, such as obesity**
- *Promotes overall good health and well-being**
- *Strengthens young bones and develops lean muscles**
- *Reduces stress and anxiety**
- *Improves thought and cognitive performance**

TOM HOOVER

GENERAL CONTRACTOR/ DESIGN MGR./ CPSI/ SERVICE CENTER MANAGER

502 Bougher Rd.
San Marcos, CA 92069
C. (760) 622-5277
PurePlay@cox.net
www.PurePlayPros.com

PROFILE

- Over eighteen (18) years of general contracting/ manufacturing/ installation/ sales/ design of home remodels and playground equipment / installation of rubberized playground surfacing/ management with all types of document preparation.
- Licensed General Contractor in California from 18+ years.
- Started Pure Play in 2008 from scratch. Among several current clients, notably, a few Not-For-Profit organizations have recently contracted direct. Contracts from \$5K to \$350K. Out-of-pocket donations to date: \$250K.
- Involved from ground-up with Progressive Design Playgrounds (a local playground manufacturer & installation service) to help produce an industry leader in recycled plastic playgrounds. This involved working with a large network of worldwide reps., vendors and national certification entities.
- Strong design skills, with expertise in playground design.
- Strong computer skills including AutoCAD, Quick Books, Act, Adobe, Microsoft Works, Publisher, SalesForce, JobForce, Internet technologies and Microsoft Office.
- A hard worker, with strong organization, management and business skills. Extremely technical-oriented. Able to handle multiple tasks and meet deadlines.

INDUSTRY EXPERIENCE

Tom Hoover D.B.A. Pure Play, September 2008 – Current
San Diego, California
Owner of Company

- Holding a CA License 921450 B with a C61-D34 & C61-D12 specialty licenses
- Currently contracting with both private & public entities. Projects range from \$5K to \$350K. Net income for 2011 will be near \$1M.
- Efficiently manage 10+/- employees and 6 subcontractors at any given time.
- Projects include design, new construction, renovations, CPSI reports, and complete playgrounds.
- Construction phases of all types including, city and county permit documentation, ACAD design & implementation, framing, insulation, electrical, plumbing, sheetrock, roofing, flooring, data, cable, phone, waterproofing, finish carpentry, block walls, excavation, hauling, landscaping, concrete, stone masonry, and oversee up to 3 construction sites - from conceptual design to completion of project and presentation to the community.
- Work directly with organizations including cities, counties, for-profit organizations, Not-For-Profit organizations, churches, Head Starts, daycares, school districts, H.O.As, apartment complexes, and management companies.

Tot Turf By Robertson Industries, April 2008 – December 2009
San Diego, California & Las Vegas, Nevada
Service Center Manager for Both Locations/ Design for Entire Company

- Managed two regional warehouse locations in the playground surfacing industry.
- Managed 20+ employees with complete playground surfacing installation
- Constructed detailed drawings, product information, submittals, International Playground Equipment Manufacturers Association (IPEMA) documentation, and oversaw construction from conceptual design to completion of project and presentation to the community.

Progressive Design Playgrounds, January 1994 – April 2008

San Diego, California

Shop Manager/ Operations Manager/ Head Of Operations/ Sales/ Design Manager

- Designed and developed a complete manufacturing system from start to finish involving pre-fabricated composite playground structures that are currently being shipped worldwide.
- Liaison for several large Municipalities, Manufacturer's Reps., Government Entities and School Districts throughout the world. Worked with budgets from \$2,000.00 to \$3,500,000.00.
- Conducted site analysis, prepared multiple design schematics for each site, and presented proposed schemes at community meetings. Prepared complete bid packages including cost proposals, construction drawings, and project specifications.
- Managed complete playground construction. Included complete coordination w/ sub-contractors, weekly site and shop meetings, constructed product submittals and documentation, and oversaw construction from conceptual design to completion of project and presentation to the community.
- Conceptual drawings prepared in AutoCAD. Proposals prepared in Quick Books. Complete instruction manuals prepared in Publisher and Adobe.
- Complete sets of working drawings (both production and site) prepared in AutoCAD.

Private General Contractor in the state of California, February 1992 – Present

San Diego, California

General Contractor, Qualifying Individual (Q.I.), Owner and Partner

- Private and commercial remodeling. Includes hand-drafting complete remodel plans, coordinating w/ sub-contractors, and complete management of 15 employees at any given time.

BUSINESS EXPERIENCE

Tom Hoover D.B.A. Pure Play, September 2008 – Current

San Diego, California

Owner of Company

- Efficiently manage 10+/- employees and 6 subcontractors at any given time.
- Specializing in ACAD design, working with complete permit processes for public & private entities.
- Construct all company literature, logos, marketing, sales, web design, detailed ACAD drawings, all product information, submittals, payroll, city and county permit documentation, licensing, insurances, accounting, and manage up to 3 construction sites, 7 employees & 5 subcontractors at any given time- from conceptual design to completion of project and presentation to the community.
- Computer skills include ACAD, Microsoft Office, Microsoft Outlook, Microsoft Publisher, Excel, Internet Applications, and QuickBooks

- Work directly on presentations and procurement with several vendors, organizations including cities, counties, for-profit organizations, Not-For-Profit organizations, churches, Head Starts, daycares, school districts, H.O.As, apartment complexes, and management companies.

Tot Turf By Robertson Industries, April 2008 – December 2009

Las Vegas, Nevada & San Diego, California

Service Center Manager/ Operations Manager/ Design For Entire Company

- Managed two regional warehouse locations. Included inventory tracking, logistics and material procurement using AutoCAD, SalesForce, JobForce, Microsoft Office, Microsoft Outlook, Excel, and internet applications.
- Managed 20+ employees with complete playground surfacing installation. Included complete coordination w/ sub-contractors, daily site meetings and weekly corporation meetings.
- Constructed detailed drawings, product information, submittals, International Playground Equipment Manufacturers Association (IPEMA) documentation, and oversaw construction from conceptual design to completion of project and presentation to the community.
- Assisted customers with questions through e-mail, telephone, and fax.
- Used the Internet for research and to carry out business.
- Organized office, workroom, and business files.
- Made decisions in the best interest of the business.

Progressive Design Playgrounds, January 1992 – April 2008

San Diego, California

Shop Manager/ Operations Manager/ Head Of Operations/ Sales/ Design Manager

- Managed sales using Act, Microsoft Office, Microsoft Outlook, Excel and internet applications.
- Assisted customers with questions through e-mail, telephone, and fax.
- Wrote proposals, complete product specifications, and correspondence using Microsoft Word.
- Developed and maintained an extensive Microsoft Works Data Base for inventory records, component listing, and customer information.
- Managed shop production with up to 20 employees at any given time.
- Used the Internet for research and to carry out business.
- Organized office, workroom, and business files.
- Made decisions in the best interest of the business.

COMPUTER EXPERIENCE

AutoCAD Release 14, 2000, 2002 and 2005

Microsoft Word, Excel, Publisher, Power Point, Act, Microsoft Works, Microsoft Office, Outlook, and Quick Books

EDUCATION

Dixie College, St. George, Utah

Courses towards becoming a Commercial Airline Pilot (*Aerospace Technology*),
September 1986 - May 1988

- Courses included business management, construction, design theory, human behavior studies, commercial flight navigation and mechanics.

Palomar College, San Marcos, California
May 1995 - May 1996

- Courses to further knowledge in Computer-Aided Design (ACAD 13, ACAD 14, ACAD 2000 and Solid Works) *CAD Designs and Studies*

CERTIFICATIONS

- State of California General Contractor w/ classifications: B, C61/D34, and C61/D12
- NPSI *Certified Playground Safety Inspector*, granted September 1998, 4th certification held (12 years). New certification renewed March, 2012
- Responsible for IPEMA Certification for Progressive Design Playgrounds, granted January 1999



THE CITY OF SAN DIEGO

March 20, 2012

Pure Play
Tom Hoover
502 Bougher Road
San Marcos, CA 92069

Subject: Small Local Business Enterprise Certification

Dear Tom:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Until we receive your Surety Bond Letter, your firm is restricted as a City of San Diego Prime Contractor to projects with a value of \$50,000 and below. There are no restrictions associated with your ability to bid on City projects as a subcontractor.

Your certification number is 12PP0661 and your classification is Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective March 16, 2012. This certification expires on March 16, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to <https://pro.prismcompliance.com> select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail pjordan@sandiego.gov.

If you have any questions please call 619-236-6297.

Thank you,


Debra Fischle-Faulk
Department Director

Administration Department
Small Local Business Enterprise Program
202 C Street, 9th Floor, MS 9A
San Diego, CA 92101-4806
Telephone (619) 236-6297 Fax (619) 236-7344



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CITY OF LOMITA

24300 Narbonne Ave., Lomita, CA 90717
OFFICE: (310) 325-7110 FAX: (310) 325-4024

BUSINESS, PROFESSION AND TRADE LICENSE

NOT TRANSFERABLE
PLEASE POST IN A
CONSPICUOUS PLACE

FEES POSTED IN
ACCORDANCE WITH
MUNICIPAL CODE

ABC PLAYGROUND SAFETY
2235 W 243RD ST
LOMITA, CA 90717

**BUSINESS
LICENSE NO.**

28

EXPIRATION DATE

07/01/2012

ISSUE DATE

07/01/2011

The person, firm or corporation below named is hereby granted (pursuant to the Provisions of the License Ordinance of the City of Lomita) license to engage in, carry on or conduct, in the City of Lomita, Calif. the business, trade, calling, profession, exhibition or occupation described below for the period indicated

Jaura Hernandez

TAX & LICENSE COLLECTOR

ABC PLAYGROUND SAFETY
2235 W 243RD ST
LOMITA CA 90717-3521

National Recreation and Park Association

Let it be known that

TIMOTHY TROXEL

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a
Certified Playground Safety Inspector



**Certified
Playground
Safety Inspector**

NATIONAL CERTIFICATION BOARD CHAIRPERSON

NRPA CHIEF EXECUTIVE DIRECTOR

4/6/2011

DATE CERTIFIED

180440514

CERTIFICATION NUMBER

5/1/2014

EXPIRATION DATE



National Recreation
and Park Association

National Recreation and Park Association

Let it be known that

JEFFREY T DAVIS

has met the requirements of the standards set forth by the National Certification Board
and National Playground Safety Institute Executive Committee
and is hereby granted certification as a

Certified Playground Safety Inspector



Chairperson, NPSI Executive Committee



NRPA Interim Executive Director



4/24/2009

Date Certified

14349-0512

Certification Number

5/1/2012

Expiration Date



National Recreation
and Park Association



ABC PLAYGROUND SAFETY
2235 West 243rd, Lomita, CA 90717
Phone: (310) 880-6126 FAX: (310) 325-5028
Email: info@abcplaygroundsafety.com
www.abcplaygroundsafety.com

PLAYGROUND SAFETY

AUDIT

2012

XXXXX XXXX, XX
2 to 5 Year Old Play Area

Playground Safety Audit

General Hazards

Playground:	<u>XXXX Park</u>	Materials:	<u>Steel, Plastic</u>
Location:	<u>XXXXX XXXX, XX</u>	Surface:	<u>Bonded Rubber & Sand</u>
Inspected By:	<u>Jeff Davis & Tim Troxel</u>	Ages of Intended Users:	<u>2 to5 Year Old</u>
Location of Piece:	<u>2 to 5 Year Old Play Area</u>	Weather:	<u>Clear</u>
Height:	<u>8' 1"</u>	Date of Audit:	<u>XXXXXX XX, 2012</u>

Priority

C = Compliant	1).Life threatening, permanent disability
N = Noncompliant	2).Serious or non-disabling injury
N/A = Not Applicable	3).Slight injury or may not have caused injury but Does not meet 1991 CPSC Guidelines

Sharp Points, Corners and Edges

- No sharp points, comers or edges on any component of playground equipment.
- Wood parts to be smooth and no splinters.
- All corners, metal and wood, should be rounded.
- Exit end and sides along a slide bed should have special attention.

Protrusions and Projections

- No protrusion or projection allowed that is capable of entangling children's clothing.
- Special attention required at the top of slides to minimize clothing entanglement. All protrusions are to be tested in accordance with test procedures. No protrusion should extend beyond the face of the gauge.

Crush and Shearing Points

- There are no accessible crush or shearing points on playground equipment. To determine if there is a possible crush or shear point, consider the likelihood of entrapping a body part.

Tripping Hazards

- All anchoring devices such as footings and horizontal bars at the bottom of flexible climbers, to be installed below playing surface.
- Special attention to be given to environmental obstacles such as rocks, roots and other protrusions from the ground.

Condition	Priority	Recommendations
N N/A C C	3 - - -	Ship panel west end of composite structure has cut with sharp edge. Repair.
C N	- 1	Tops of west wave & double slides. Adjust or fill with silicone caulk.
C	-	
C C	- -	

Playground Safety Audit

General Hazards

Head Entrapment

- A component or group of components should not form openings that could trap a child's head. The distance between any interior surface is to be less than 3-1 /2 inches or greater than 9 inches. The above opening requirement applies to all openings regardless of their height above the ground except where the ground serves as the opening's lower boundary.

Angles

- The angle of a vertex formed by adjacent components is not to be less than 55 degrees, unless the lower leg is horizontal or projects downwards. Exception can be made if a rigid shield is attached to the vertex between adjacent components and the shield is sized to prevent a 9-inch diameter probe from simultaneously touching components on either side of the vertex.

Suspended Hazards

- Cables, wires, ropes or similar flexible components suspended between play units or from the ground to a play unit within 45 degrees of horizontal to be located outside of high traffic areas.
- Suspended members to be brightly colored or contrast with surrounding equipment.
- Suspended members located 7 feet or more above the playground surface or playground equipment are exempt.

Condition	Priority	Recommendations
C	-	
C	-	
C	-	
C	-	
C	-	

Comments: Consult with manufacturer before modifying any piece of equipment. Replacement and modification parts should be only purchased from the manufacturer. Place Warning stickers on all equipment. Install signs that inform of the appropriate ages of users and to encourage supervision of users. Inspections and maintenance are necessary to keep the equipment and play area safe for users. Broken and loose rubber covering platforms. Worn and chipped paint on many components. Repair or replace affected components. Many parts of the equipment are reaching the end of their life expectancy. Replacement of equipment should be considered in the near future.

Action Taken:

Date: _____
 By: _____
 Supervisor: _____

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

5450 Complex Street, Suite 303, San Diego, CA 92123

Tel: (858) 598-6855 Fax: (858) 836-1263

Walker Neighborhood Park Play Ground Upgrades Design-Build Contract - RFP NO. 5201DB

Technical Proposal

6 – Technical Approach and Design Concept – Play Area:

The design of this project will be the result of a collaboration of the design team and the City of San Diego. The prime contractor of this project, HTA Engineering & Construction, Inc. will work closely with Pacific Play Systems, Inc., Pure Play, TotTurf, and Schmidt Design Group.

The conceptual design of the playground areas and the various play components are proposed by Pacific Play Systems, Inc. and are included in this section. The play components will be installed by Pure Play. The playground safety surfacing is supplied and installed by TotTurf.

To improve the current play area, we shall remove and replace the existing play area with a new play area encompassing a bright and adventurous Tree House theme designed for children ages 5-12 years old that will inspire development and fun.

Value of Equipment:

Ground Level Components:	No. of Components
Freeform Climber	1
Tree House Bench (Similar to Play Seat)	1
Ranger Station Panel (Similar to Bait Shop Theme Panel)	1
Launch Pad	3
U-Loop Traverse	1
Single Tri Pad	1
Tri-Pad Traverse	1
Angled Lunar Climber	1
Gyro-Capsule Spinner (Gyro-Pod Spinner)	1
Orbital Ring Hub	1
Angled Wave Rung Climber	1
Angled Rung Climber	1
Tri-Ring Hub	1
Tri Pads	4
Total Ground Level Components.....	19
ADA Accessible Ground Level Components.....	19
Different Type of ADA Accessible Ground Level Components.....	11

Elevated Components:	No. of Components
Arch Loop Traverse	1
V-Wing Bar Traverse	1
Grip Climber	1
Seek Panel	1
Bedrock Climber	1
Tree Stump Climber	1
Inclined Log Climber	1
Net Link (or any other bridge of choice by City of San Diego)	1
Tree House Window Panel	2
60" High Double Poly Slide w/ Hood	1
36" High Poly Straight Slide w/ Hood	1
Total Elevated Components.....	12
ADA Accessible Elevated Components.....	12

Free-Standing Ground Level Components:	No. of Components
PC 2120-Arch Swing w/ Belt Seats	(seats) 6
PC-2443 Tri-Spring Fling	(seats) 3
Total of Free-Standing Ground Level Components	9
ADA Accessible Free-Standing Ground Level Components	4
Different Type of ADA Accessible Ground Level Components.....	2

Value of Equipment (Continued):

Other Components:	No. of Components
Hex Shades	2
Transfer Point	1
12" High Triangular Deck	1
18" High Triangular Deck	1
24" High Triangular Deck	1
30" High Triangular Deck	1
36" High Triangular Deck	1
42" High Triangular Deck	2
48" High Triangular Deck	1
54" High Triangular Deck	1
60" High Triangular Deck	2
66" High Triangular Deck	1
60" High Half-Hex Deck	1
Total of Other Components	16

Play Components Summary:

Total Ground Level Components.....	19
Total Elevated Components.....	12
Total of Free-Standing Ground Level Components	9
Total of Free-Standing Ground Level Components	9
Total Number of Components.....	56
Total Playable Components.....	40

ADA Accessibility Summary for Site:

Total Elevated Components for all Structures in Layout.....	12
Total ADA Accessible Ground Level Components for all Structures in Layout.....	23
Minimum required = 4; 23>4 Okay!	
Different Type of ADA Accessible Ground Level Components in Layout.....	13
Minimum required = 3; 13>3 Okay!	
Total ADA Accessible Play Components.....	35

Theme/Creativity:

The proposed Walker Park playground equipment layout is geared for the 5-12 age group, encompassing a wide range of activities for children of all abilities. The bright Tree House's large attractive shaded deck areas provide both visual appeal and loads of play value with a numerous assortment of challenging climbing, sliding and other play events for children ages 5-12. The proposed playground design also features attractive arch swings and a free-standing Tri-Spring Fling.

Creative opportunities are abundant in this Tree House theme. The large hexagon shade roofs lend to this unique setting. Components such as the *Inclined Log Climber*, *Tree Stump Climber*, and *Net Link* all allow a child to get lost in their imagination, while at the same time engage in physical activity. The *Tree House Window Panels* and *Ranger Station Panel* are other excellent ways that children can engage in dramatic and cooperative role play either on an individual or group basis. The *Seek Panel* is a popular "spin and go seek" game for one or more children encouraging socialization and play across the entire playground. This game also promotes physical activity and educational opportunities as children learn to recognize different symbols. This is a great all-inclusive game as its symbols are spread throughout the playground giving children of all abilities the opportunity to participate in the event with their friends.

The proposed design is very flexible and any of the Playcraft playground components can be easily exchanged with any other components that would be preferred by the City of San Diego. As an example, many "bridge" types are available and can easily replace the steel Net Link Bridge connecting the main Tree House deck with another bridge, such as a Suspension Bridge, and still be in keeping with the original Tree House Theme intent of the project.

Play Value:

With an emphasis on building strong bodies, this playground design for the 5-12 year olds is loaded with challenging overhead and strengthening activities such as the *Uloop Traverse*, *Orbital Ring Hub*, *V-Wing Bar Traverse*, and more. For improving agility, coordination and balance there's the *Tri-Pad Traverse*, *Bedrock Climber* and *Tri-Ring Hub* to help children achieve these healthy goals. For thrill seekers, there are the *Gyro Capsule Spinner* and the *Tri-Spring Fling*. For the mere adventurers, you can hop along a lily pad on the free-standing *Tri Pads*. From swinging with a friend on the *Arch Swings* to enjoying a quiet lunch with a buddy in the *Ranger Station Tree House*, this playground design offers a wide range of physical challenges and equal play events, as well as educational, learning, socialization and creative role play opportunities.

While the proposed design focuses on providing many challenging active components for building upper body strength and coordination so critical for the 5-12 age group, the layout also offers additional activities for children seeking a less extreme workout, thus adding significant play value and range of age usage to the playground.

Playground Safety And Access:

Play Equipment: All of our Playcraft commercial playground equipment products meet or exceed the design and safety guidelines per ASTM F1487-07 and USCPSC publications for playground equipment designed for public use. In addition, Krauss Craft, Inc., the manufacturer of our state of the art Playcraft line of commercial playground equipment, is a member of the International Play Equipment Manufacturers Association (IPEMA), a member-driven organization whose mission is to assist in providing safe environments for children's play.

The use of the IPEMA certification logo in Krauss Craft's catalog signifies that Krauss Craft has received written validation from the independent laboratory that the products associated with the use of the logo conform with the requirements of the indicated standard (excluding Sections 10 and 12.6.1).

Surfacing: With the use of poured in place surfacing, this playground design meets the requirements for access under the Accessibility Guidelines for Play Areas developed by the Federal Access Board, thus creating a playground of boundless play opportunity for fun and enjoyment for all children, regardless of ability level. The poured in place surfacing allows children in wheelchairs to navigate from anywhere on the playground and adjacent picnic areas directly up to the play equipment where they may fully access the structure by the provided ADA transfer station. In addition, the rubberized surfacing, covering over 50% of the site, allows the wheelchair bound access to a number of additional activities, including access to swings. Furthermore, this boundless playground design with its easy maneuverability of wheelchairs and other mobility devices, promotes increased social interaction and enjoyment for those of all ages and abilities who come to visit the park. Lastly, this design far exceeds the minimum requirement for the number of ground level components for ADA access.

ADA Accessibility Summary for Site

Total Elevated Components for all Structures in Layout.....	12
Total ADA Accessible Ground Level Components for all Structures in Layout....	23
Minimum required = 4; 23>4 Okay!	
Different Type of ADA Accessible Ground Level Components in Layout.....	13
Minimum required = 3; 13>3 Okay!	
Total ADA Accessible Play Components.....	35

Durability:

Play Equipment: Only the most durable steel, aluminum, HDPE and other components comprise the playground in order to minimize the effects of any wear and tear and/or vandalism that may occur. Krauss Craft, the USA manufacturer of Playcraft used in this proposal, manufactures one of the highest quality lines of playground equipment on the

market today and is one of the only major USA manufacturers located on the west coast.

The proposed Playcraft layout for this project blends many traditional play activities based on its 5" OD steel post system with newer non-traditional play events from its newest Revolution line to provide a fresh new look to the traditional playground setting.

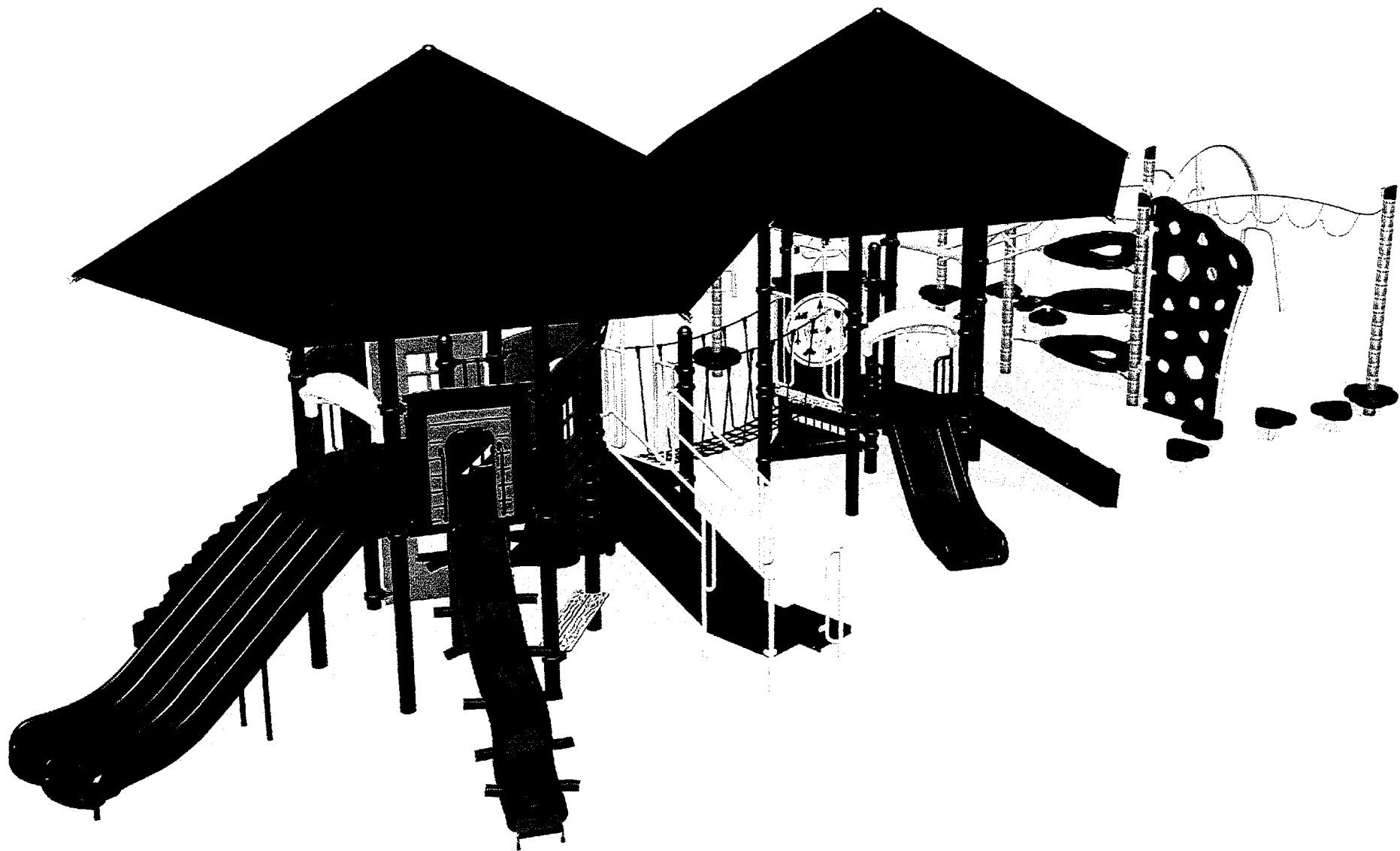
Playcraft, represented by Pacific Play Systems and manufactured by Krauss Craft, is made out of the highest quality materials available ensuring years of trouble-free use.

Pacific Play Systems, conveniently located right here in Carlsbad, is Krauss Craft's southern California dealer and is readily available to handle any playground equipment maintenance or replacement requests and because Krauss Craft is located right here on the west coast, these requests can be handled promptly and efficiently providing ease and peace of mind for its customers.

Play Surface: Tot-Turf's Aliphatic Poured In Place Surfacing, by Robertson Industries, is called for by the City and is the product being used in this proposal. Robertson Industries manufactures one of the highest quality surfacing products available, has a proven track record in the industry and is a preferred vendor by many. These playground surfacing products are made with recycled materials, making the products environmental-friendly, durable and attractive. In particular, Robertson's Tot-Turf contains over 80% of recycled materials, much of which is comprised of recycled California tires and carries a five-year warranty.

CUSTOM RH5 HYBRID MODULAR PLAYSYSTEM

Front Perspective



PR#: 3B37AC
Date: 04/17/12
Drawn By: AMS

WALKER PARK - CITY OF SAN DIEGO
Pacific Play Systems, Inc.

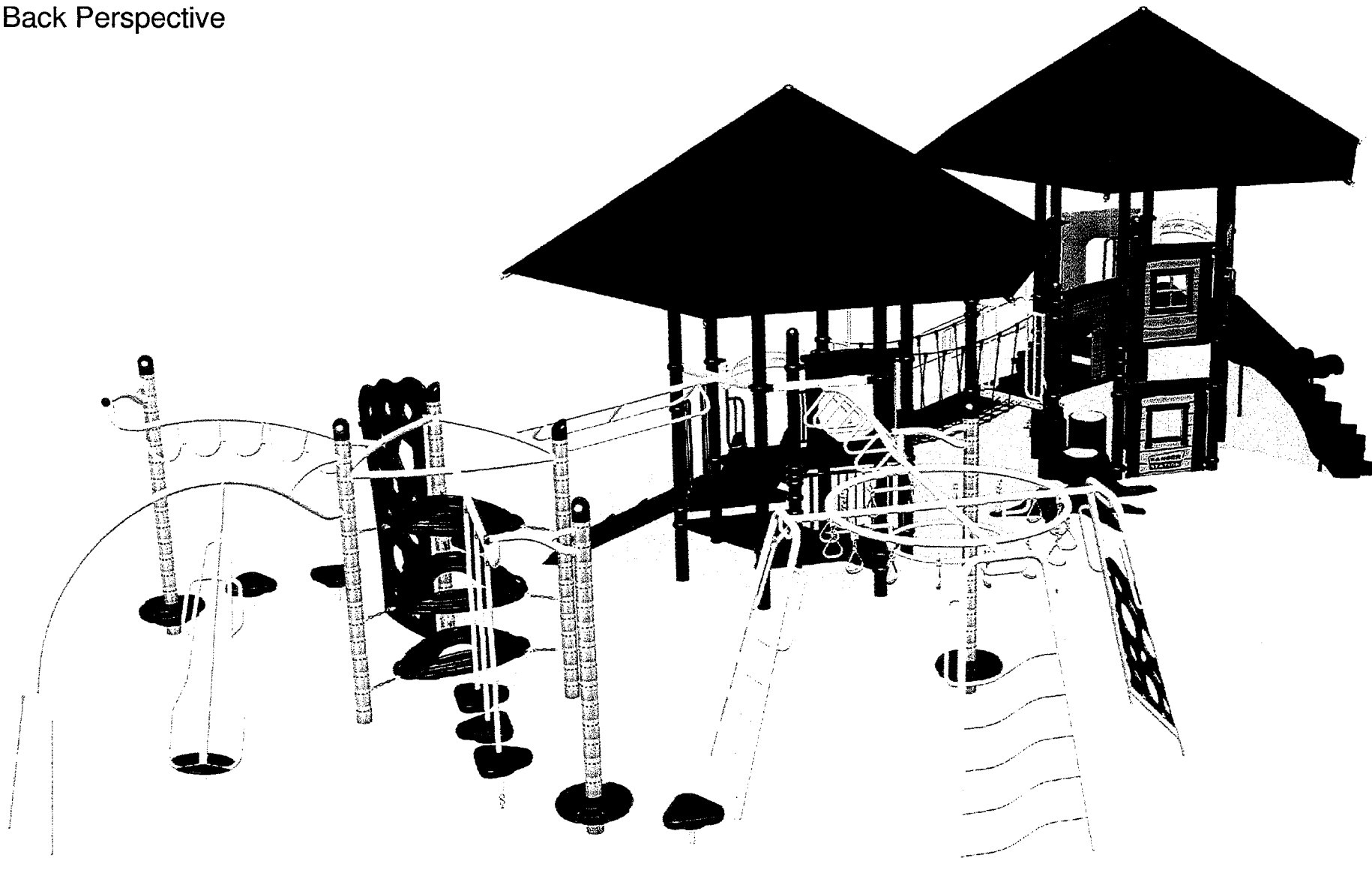


PLAYCRAFT
SYSTEMS

123 NORTH VALLEY DRIVE
GRANTS PASS, OR 97526
PH: 541-955-9199
FAX: 541-955-6130
www.playcraftsystems.com

CUSTOM RH5 HYBRID MODULAR PLAYSYSTEM

Back Perspective

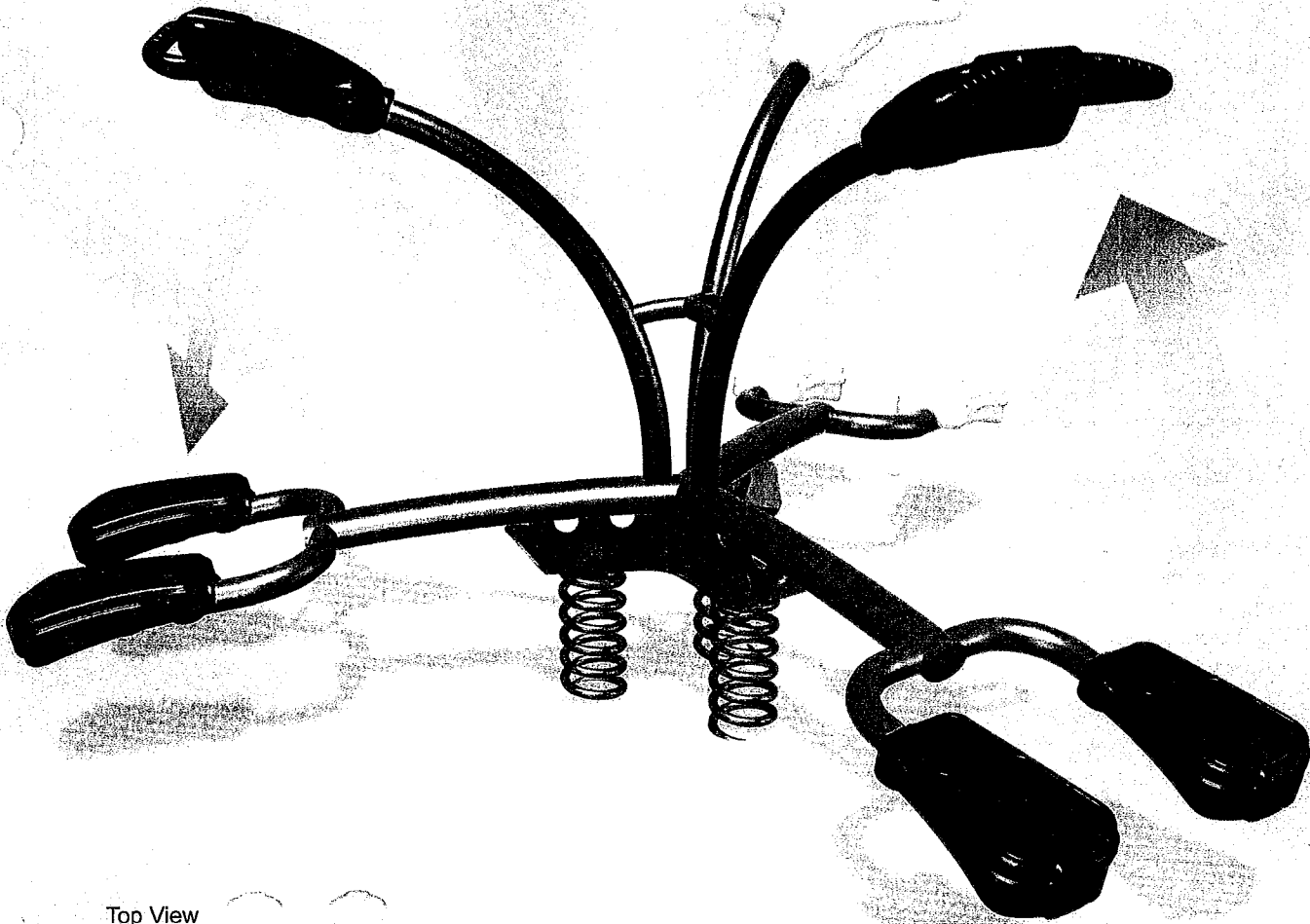


PR#: 3B37AC
Date: 04/17/12
Drawn By: AMS

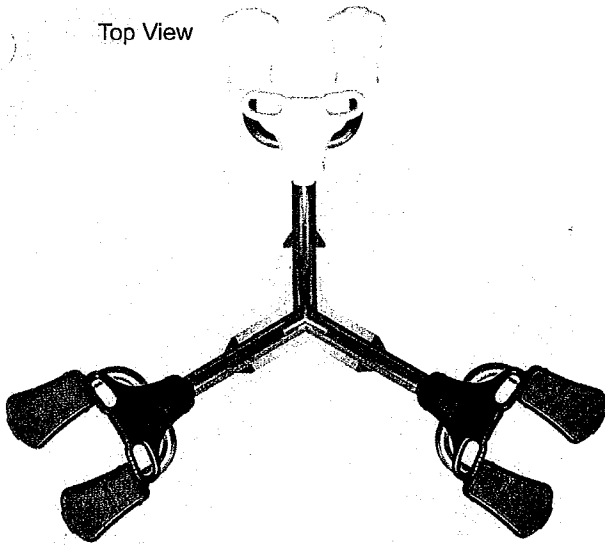
WALKER PARK - CITY OF SAN DIEGO
Pacific Play Systems, Inc.



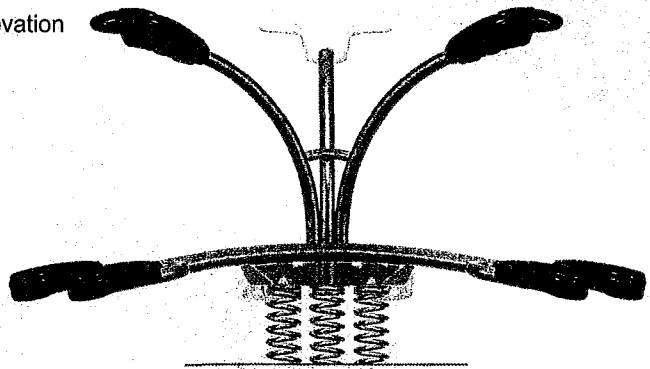
123 NORTH VALLEY DRIVE
GRANTS PASS, OR 97526
PH: 541-955-9199
FAX: 541-955-6130
www.playcraftsystems.com



Top View



Side Elevation



Tri-Spring Fling

FOR KIDS
AGES
5-12

PC 2443

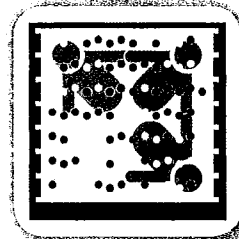
- Dynamic spring-driven wobbling seesaw action for three children
- Powder-coated steel body and heavy-duty springs
- Large, durable roto-molded plastic handles and foot rests for better grip and traction
- Available in a variety of colors (see page 192)

Size: 9' x 9' (2.7m x 2.7m)

Use Zone: 23' x 23' (9.1m x 9.1m)

Price: \$2,829

2443



See inside front cover for details
on this Playcraft Tag or visit
www.playcraftsystems/tags

Arch Swings

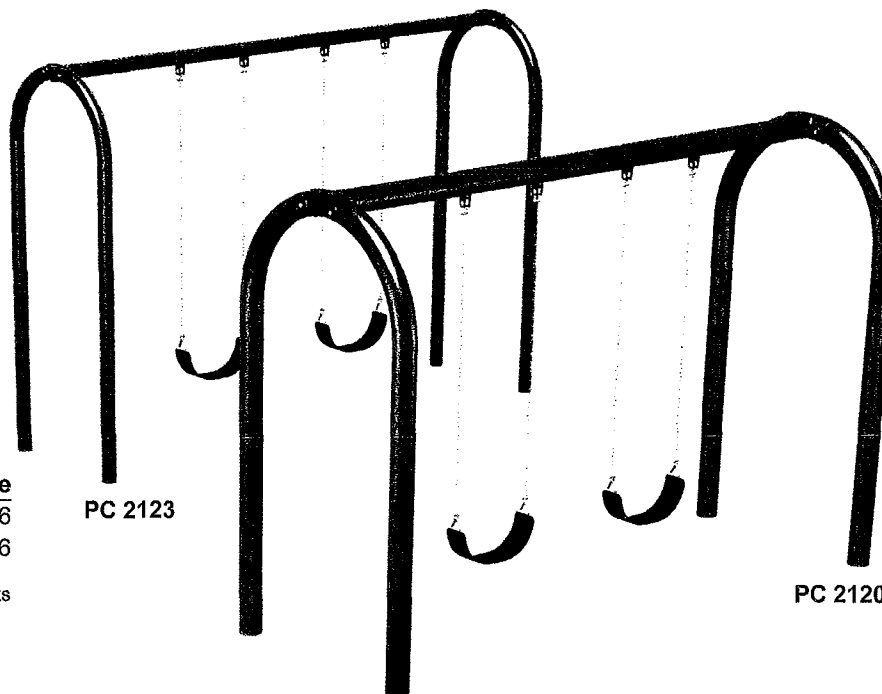
Features:

- Modular add-a-bay design allows for unlimited bays and positions
- Extra heavy-duty 3.5" or 5" diameter powder-coated steel swing beam(s) and arches
- **(2) Durable, slash-proof belt seats included**
- Galvanized swing chains
(Vinyl coated chain available)

Popular Swing Seat Options:

Part#	Description	Upcharge
31101	(1) Full Bucket Seat	\$86
31201	(1) Half Bucket Seat	\$46

NOTE: According to safety guidelines, Bucket Seats should be in a bay separate from Belt Seats.



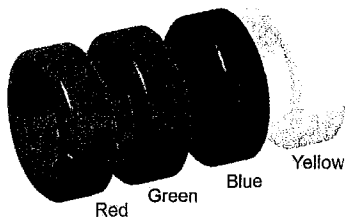
Model	Description	Size	Minimum Use Zone	Height	Price
PC 2123 (3-1/2" OD)	2-Swing Unit	12'-0" x 3'-4" (3.7m x 1.0m)	24'-0" x 32' (7.3m x 9.8m)	8'-0" (2.4m)	\$1,398
PC 2123-AB	Add-A-Bay Unit	+11'-10" x 3'-4" (+3.6m x 1.0m)	+11'-10" x 32' (+3.6m x 9.8m)	8'-0" (2.4m)	\$948
PC 2120 (5" OD)	2-Swing Unit	12'-3" x 4'-5" (3.8m x 1.3m)	24'-4" x 32' (7.4m x 9.8m)	8'-0" (2.4m)	\$2,198
PC 2120-AB	Add-A-Bay Unit	+12'-0" x 4'-5" (+3.7m x 1.3m)	+12'-0" x 32' (+3.7m x 9.8m)	8'-0" (2.4m)	\$1,429

Arch Tire Swing

Features:

- Accommodates up to three children per tire for interactive play opportunities
- Modular add-a-bay design allows for unlimited bays and positions
- Extra heavy-duty 5" diameter powder-coated steel swing beam(s) and arches
- **Durable, roto-molded tire included**
- Galvanized swing chains
(Vinyl coated chain available in yellow, green, brown or blue)
- Roto-molded plastic tire available in red, green, blue or yellow

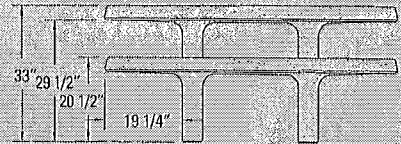
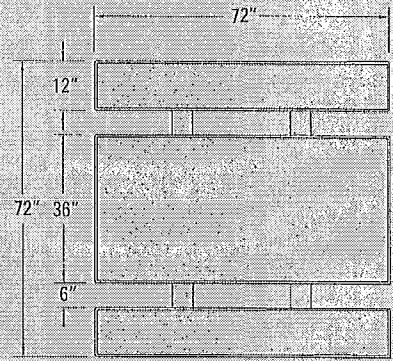
Roto-molded Tire Colors:



WARNING: An impact absorbing safety surface is required under and around all playground equipment.

Model	Description	Size	Minimum Use Zone	Height	Price
PC 2010 (5" OD)	Arch Tire Swing	16'-0" x 4'-5" (4.9m x 1.3m)	28'-0" x 21' (8.5m x 6.4m)	7'-0" (2.1m)	\$2,479
PC 2010-AB	Add-A-Bay Unit	15'-9" x 4'-5" (4.8m x 1.3m)	+15'-9" x 21' (+4.8m x 6.4m)	7'-0" (2.1m)	\$1,739

Our 72" table is versatile and durable making it a perfect option for almost anywhere. Wheelchair accessible at both ends. Meets Americans with Disabilities Act requirements.



Project Spotlight Education

Client
Lynwood Unified School District

Project Location
Lynwood, California

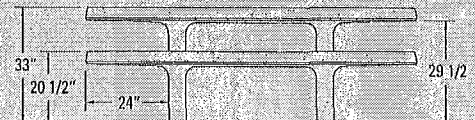
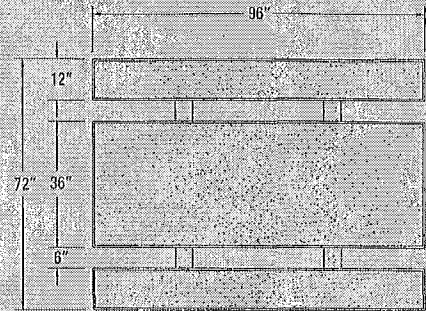
Table
Round Food Court Table



Lynwood High School

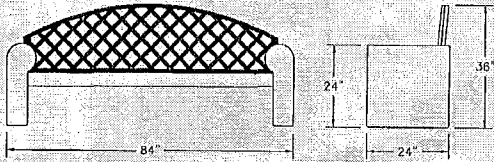
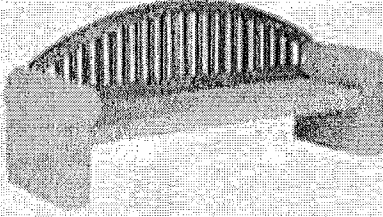
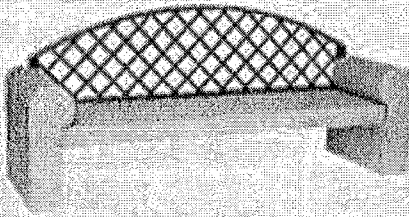
The educators at Lynwood High School boast of their students' high SAT scores. We think studying at a Quick Crete table makes you smarter.

The 96" model seats eight adults comfortably. Wheelchair accessible at both ends. Meets Americans with Disabilities Act requirements.

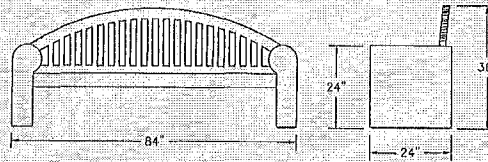


Classic

Pasadena

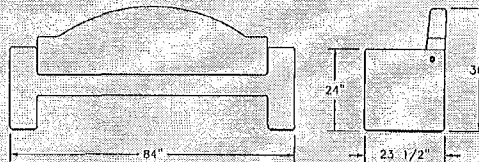


Q4PAS84B(a)



Q4PAS84B(b)

El Monte



Q1EM84B

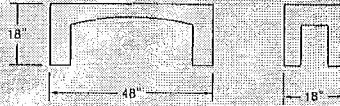
Classic



Q2CLS84B



Q2CLS36B



Q2CLS48B



Q2CLS72B

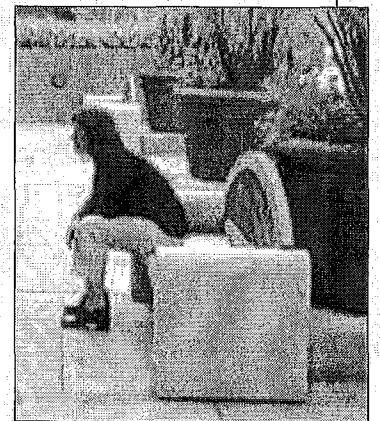


Q2CLS84B

Project Spotlight: Commercial/Office

Arboretum Gateway

When music industry big wigs from BMG need to take a break from a hectic day at their office in the Arboretum Gateway in Santa Monica they hang out on Quick Crete Pasadena Benches in the office building's tropical courtyard. A pleasant silver/gray patina has developed on the mahogany bench backs giving the benches a very natural appearance right at home with the banana palms planted in Quick Crete's Baja series planters.



Client:
Three Coast Limited

Bench Collection:
Classic

Series:
Pasadena

Model Number:
Q4PAS84B(b)

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License No. 798372

5450 Complex Street, Suite 303, San Diego, CA 92123

Tel: (858) 598-6855 Fax: (858) 836-1263

Walker Neighborhood Park Play Ground Upgrades Design-Build Contract - RFP NO. 5201DB

Technical Proposal

7 – Technical Approach and Design Concept – Site Access:

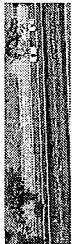
The design of this project will be the result of a collaboration of the design team and the City of San Diego. The prime contractor of this project, HTA Engineering & Construction, Inc. will work closely with Schmidt Design Group and Pacific Play Systems, Inc., Pure Play, and TotTurf.

All accessibility upgrades will provide an area for disabled parking, an accessible path of travel, and ADA compliant site furnishings to cater to the public.

Walker Neighborhood Park Play Ground Upgrades Design-Build Contract - RFP NO. 5201DB

Accessibility Upgrades:

There are six accessibility improvements that will be addressed in this project:

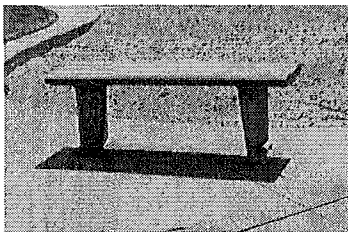
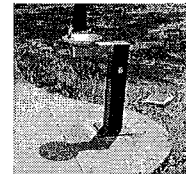


1. There is no on-street accessible parking space currently available.

We will paint 22 lineal feet of blue curb to match color No. 15090 in Federal Standard 595a as specified in Section 522(b)2 along Black Mountain Road. The location will be as close as possible to the park entrance, to provide on-street accessible parking. A Disabled Parking Sign, SDM-117, will also be provided.

2. The current drinking fountain is not ADA compliant.

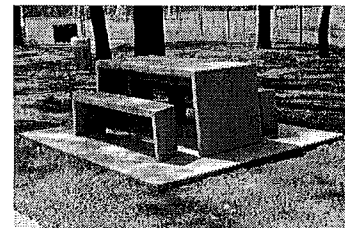
The current drinking fountain in the park will be replaced with a new accessible Hi-Lo type referred to SDM-107.



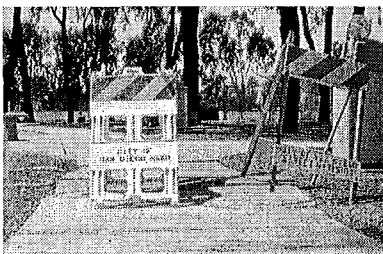
3. Though the current bench has space to both of its sides, it does not accommodate individuals with disabilities.

The current bench will be replaced with a new accessible bench with companion seating.

4. None of the three picnic tables in the park have the ability to accommodate individuals with disabilities. The picnic tables are not ADA compliant.

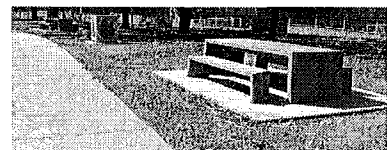


To accommodate individuals with disabilities, we will install one new accessible picnic table on a new concrete slab which is approximately 420 square feet, which will also seat the new accessible bench with companion seating. Please see attached 11"x17" plan for location.



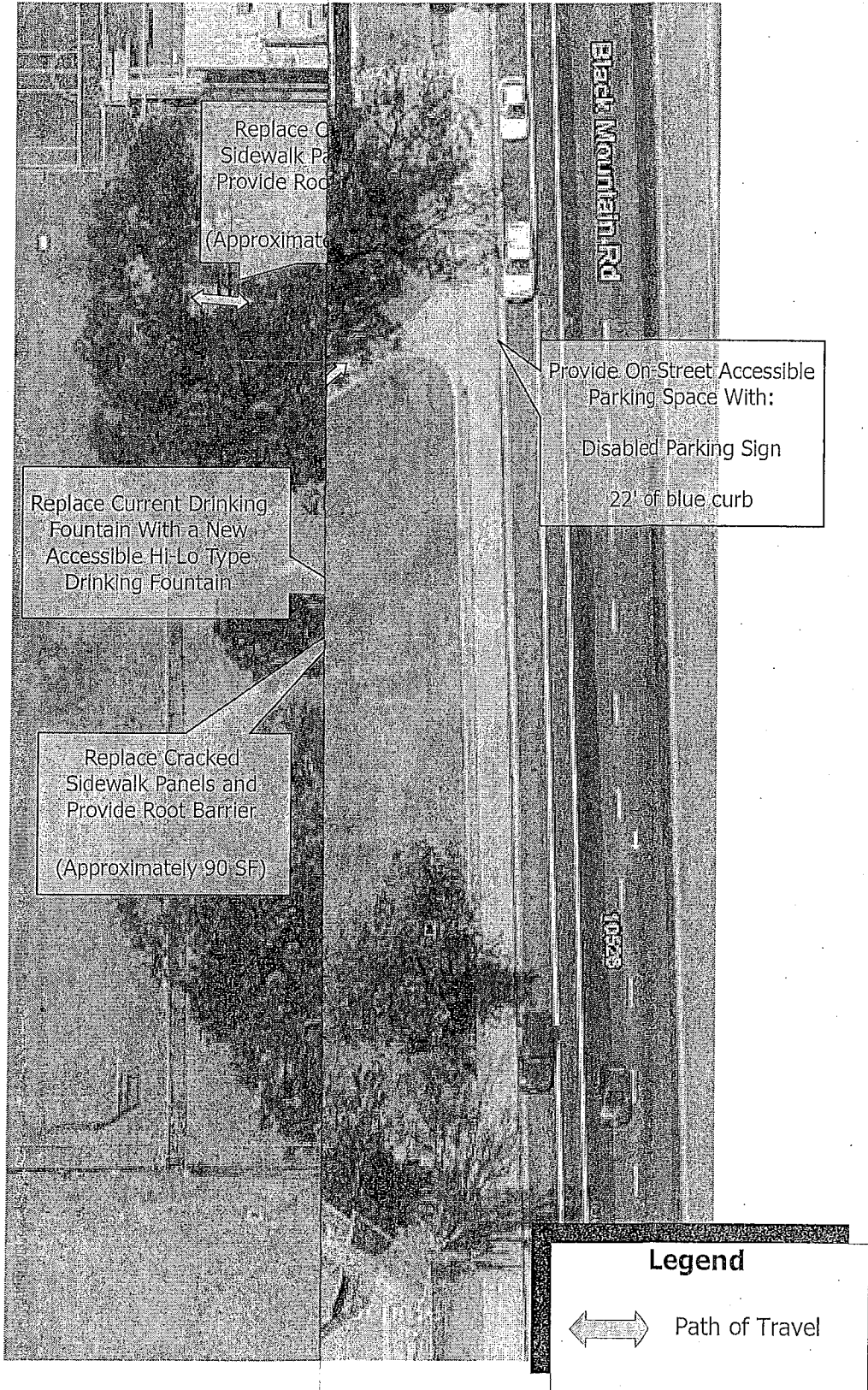
5. The path of travel is interrupted by broken sidewalk panels. The current path of travel also does not provide path access to individuals with disabilities to the current picnic tables.

We will provide a complete accessible path of travel from the new parking to play area by replacing different areas of non-compliance along the path of travel equating to approximately 500 square feet of new concrete (for more details please see attached 11"x17" plan). For those



sidewalk panels that will be replaced due to lifting of the ground, root barrier will be provided per SDL-106. We will also provide access from the path of travel to all new accessible site furnishings (as accessibility upgrade #04, included in the 420 square feet of new concrete).

6. Any repairs and adjustments to the existing irrigation system and plantings that are disturbed as a result of construction activities will be provided.



*Please note, does not reflect the most curvest of pathway.

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Walker Neighborhood Park Play Ground Upgrades Design-Build Contract - RFP NO. 5201DB

Technical Proposal

8 – Design Build Schedule:

The contract allows for 188 working days. Assuming a start date of Tuesday, June 12, 2012 (based upon the receipt of the Notice to Proceed of June 12), the project will be completed on Friday, February 15, 2013.

The design aspect of the project will take 14 weeks (70 working days). The beginning of the preliminary design will start on June 12, 2012. The design will go through revisions. The design is expected to be finalized and approved by Division of the state architect by September 19, 2012.

Once the design is approved, submittals are allowed 20 working days to be submitted, and approved by the City of San Diego.

Construction is expected to take the remainder 98 working days. Construction is expected to start on October 18, 2012. The design-build project is ideally expected to be completed by March 15, 2013, if there are no rainy days during the duration of the project.

- ▲ Grading will take 5 days and will last from 10/22/2012 – 10/26/2012.
- ▲ Drainage work will take 10 days and will last from 10/29/2012 – 11/09/2012.
- ▲ Concrete work will take 17 days and will last from 11/12/2012 – 12/07/2012.
- ▲ Safety Surface Installation will take 13 days and will last from 12/10/2012 – 12/28/2012.
- ▲ Play Equipment Installation will take 11 days and will last from 01/03/2013 – 01/18/2013.
- ▲ Site Furnishing Installation will take 10 days and will last from 01/21/2013 – 02/01/2013.

All dates are tentative, depending on actual awarding of Notice To Proceed.

Please see attached bar chart format schedule.

Walker Neighborhood Park Playground Updates Design-Build Contract Design Build Schedule

RFP No. 5201DB

Description	Orig Dur	Early Start	Early Finish	2012												2013			
				JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL		
Design																			
Preliminary Design	20	12JUN12 A	10JUL12 A	Preliminary Design															
Preliminary Design Approval	15	11JUL12 A	31JUL12 A	Preliminary Design Approval															
Final Design	25	01AUG12 A	05SEP12 A	Final Design															
Final Design Approval	10	06SEP12 A	19SEP12 A	Final Design Approval															
Submittals & Approval	1	20SEP12 A	17OCT12 A	Submittals & Approval															
Construction																			
Mobilization	1	18OCT12 A	18OCT12 A	Mobilization															
Erosion Control	96	18OCT12 A	13MAR13 A	Erosion Control															
Traffic Control	96	18OCT12 A	13MAR13 A	Traffic Control															
Grading	5	22OCT12 A	26OCT12 A	Grading															
Drainage System Installation	10	29OCT12 A	09NOV12 A	Drainage System Installation															
Concrete Work	17	12NOV12 A	07DEC12 A	Concrete Work															
Safety Surface Installation	13	10DEC12 A	28DEC12 A	Safety Surface Installation															
Play Equipment Installation	11	03JAN13 A	18JAN13 A	Play Equipment Installation															
Site Furnishings Installation	10	21JAN13 A	01FEB13 A	Site Furnishings Installation															
Striping & Signage	5	04FEB13 A	08FEB13 A	Striping & Signage															
Repair Disturbed Irrigation & Landscape	15	11FEB13 A	01MAR13 A	Repair Disturbed Irrigation & Landscape															
Punch List Items	10	04MAR13 A	15MAR13 A	Punch List Items															
Demobilization	1	15MAR13 A	15MAR13 A	Demobilization															

Start date	12JUN12
Finish date	16MAR13
Data date	16MAR13
Run date	23APR12
Page number	1A
© Primavera Systems, Inc.	

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Walker Neighborhood Park Play Ground Upgrades Design-Build Contract - RFP NO. 5201DB

Technical Proposal

9 – Equal Employment and Contracting Opportunity:

1. Equal Employment Opportunity Policy Statement
2. HTA Engineering & Construction, Inc. Strategies to Promote a Diverse Workforce
3. Constructors, Designers, and Suppliers

Subcontractors listed for the project are as follows: constructors, design professionals, and suppliers.

Please refer to the following forms AA15 & AA30

- A. Pure Play
- B. ABC Playground Safety
- C. Schmidt Design Group, Inc.
- D. TotTurf
- E. On Time Striping
- F. Pacific Play Systems, Inc.

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Equal Employment Opportunity Policy Statement

It is HTA Engineering & Construction, Inc.'s policy to prohibit discrimination based on race, color, religion, national origin, sex (including sexual harassment), age, (40 years and over), disability (mental & physical), or reprisal for involvement in EEO activity. HTA is fully committed to preventing or correcting unlawful discrimination in its employment policies, procedures, practices, and operations.

The non-discrimination policy covers all company personnel / employment programs, management practices and decisions, including recruitment/hiring, merit promotion, transfer reassignments, training and career development, benefits, discipline, and separation. All company employees are to be afforded an equal opportunity to compete on a fair and level playing field. HTA supervisors and managers are expected to take an active role in promoting and implementing the company's equal opportunity goals and objectives.

HTA is committed to maintaining a work environment that is free of retaliation. The company will take appropriate action against any HTA official who retaliates against any employee for participating in the EEP process. HTA is also committed to maintaining a work environment free of harassment. Employees are encouraged to advise supervisors, managers, or the company president of discriminatory conduct affecting the company's work environment.

All HTA employees are responsible for implementing the company's equal employment opportunity policy in their daily actions, conduct, and decisions. Managers and supervisors must continually monitor the workplace to ensure an environment free of unlawful discrimination, hostility, intimidation, reprisal, or harassment. Prompt remedial action must be pursued to correct inappropriate behavior under this policy.

Each individual is expected to abide by the letter, intent, and spirit of the equal opportunity laws and policies applicable to federal employment. Achievement of the company's equal opportunity objectives will enhance the company's ability to accomplish its mission.

Hatim T. Askar
President

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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Tel: (858) 598-6855 Fax: (858) 836-1263

HTA's Strategies to Promote a Diverse Workforce

It is HTA Engineering & Construction, Inc. ensures and maintains a working environment free of harassment, intimidation, and coercion at all sites and facilities at which the contractor's employees are assigned to work. We ensure that all on site supervisory personnel are aware of and carry out the company's obligation to maintain a diverse workforce by the following:

-Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor.

-Provide notice of HTA's Equal Employment Opportunity Policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its Equal Employment Opportunity Policy obligations by including it in any policy manual and collective bargaining agreement.

-Establish and maintain a current list of minority recruitment sources, provide written notification to minority sources and to community organizations when the contractor has employment opportunities available and maintain a record of the organizations responses.

-Review, at least annually, the company's Equal Employment Opportunity Policy obligation with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Foremen, etc. prior to initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

-Direct our recruitment efforts both oral and written to minorities and community organizations, to schools with minorities and students recruitment and training organizations serving the contractors recruitment and employment needs.

-We maintain a current file of the names, addresses and telephone numbers of each minority off the street application as well as referrals from unions, recruitment source, and community organizations.

-Conduct an inventory and evaluation of minority personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training such opportunities.

-Document and maintain a record of all solicitation of offers for subcontracts from minority contractors and suppliers, including circulation of so solicitations to minorities' contractor and other business associations.

-Encourage present minority to recruit other minority persons, provide after school, summer, and vacation employment, both on the on-site and in other areas of the contractors workforce.

Hatim T. Askar, President

BIDDING DOCUMENTS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor under this contract. The Design-Builder shall list only one Subcontractor for each portion of the Work. The PERCENT VALUE of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OR SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>SCHMIDT DESIGN GROUP, INC.</u> Address: <u>2655 FOURTH AV.</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92103</u> Phone: <u>619-236-1462</u>	<u>DESIGNER</u>	<u>DESIGN & ENGG.</u>	<u>7.8</u>			
Name: <u>PURE PLAY</u> Address: <u>502 BAUCHER RD.</u> City: <u>SAN MARCOS</u> State: <u>CA</u> Zip: <u>92069</u> Phone: <u>760-622-5277</u>	<u>CONST.</u>	<u>INSTALL PLAY ERT. & CONCRETE</u>	<u>15.5</u>	<u>ELBE</u>	<u>CITY OF S.D.</u>	
Name: <u>TOT TURE (ROBERTSON INC.)</u> Address: <u>4401 E. BASELINE #105</u> City: <u>PHOENIX</u> State: <u>AZ</u> Zip: <u>85042</u> Phone: <u>800-838-0519</u>	<u>CONST.</u>	<u>INSTALL RUBBER PLAY SURFACE</u>	<u>12.2</u>			

- ① As appropriate, Design-Builder 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, Design-Builder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification (except for GBE, SLBE and ELBE).

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA15

Attachment D

Walker Neighborhood Park Playground Upgrades Design-Build Contract

BIDDING DOCUMENTS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor under this contract. The Design-Builder shall list only one Subcontractor for each portion of the Work. The PERCENT VALUE of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>ABC PLAYGROUND SAFETY</u> Address: <u>2235 W. 43 RD ST.</u> City: <u>LODI</u> State: <u>CA</u> Zip: <u>90217</u> Phone: <u>310 880 6126</u>	<u>TESTING & CERTIFICATION OF PLAY EQ.</u>	<u>TESTING & CERTIFICATION OF PLAY EQ. & SURFACING</u>	<u>0.7</u>			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

- ① As appropriate, Design-Builder 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, Design-Builder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

BIDDING DOCUMENTS

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL
(NON-PRICE) PROPOSAL ONLY**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	PERCENT VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>PACIFIC PLAY SYSTEMS INC.</u> Address: <u>3142 TIGER RUN CT. #116</u> City: <u>CARLSBAD</u> State: <u>CA</u> Zip: <u>92010</u> Phone: <u>760-599-7355</u>	<u>PLAYGROUND EQUIPT.</u>	<u>28.2</u>	<u>YES</u>	<u>PLAYCRAFT</u>	<u>ELBE</u>	<u>CITY OF S.D.</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

- ① As appropriate, Design-Builder 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, Design-Builder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA30

Attachment D

Walker Neighborhood Park Playground Upgrades Design-Build Contract

City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue * Suite 200 * San Diego, CA 92101
Phone (619) 236-6000 * Fax (619) 235-5209

WORK FORCE REPORT (ATTACHMENT AA)

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company HTA Engineering & Construction, Inc.

ADA/DBA HTA Engineering & Construction, Inc.

Address (Corporate Headquarters, where applicable): 5450 Complex Street, Suite 303,

City San Diego County San Diego State CA Zip 92123

Telephone Number: (858) 486-3240 Fax Number (858) 486-3285

Name of Company CEO: Hatim Askar

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

Address

City

Telephone Number:

Type of Business Engineering & Construction

The Company has appointed: Hatim Askar

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

Address 5450 Complex Street, Suite 303, San Diego, CA 92123

Telephone Number: (858) 598-6855 Fax Number (858) 836-1263

For Firm's San Diego Work Force and/or Managing Office Work Force

I, The undersigned representative of HTA Engineering & Construction in San Diego County in the State of California

hereby certify that the information provided herein is true and correct. This document was executed on this 5th day of APRIL, 2012

Hatim Askar
(Authorized Signature) Hatim Askar, President

NAME OF FIRM:

HTA Engineering & Construction, Inc.

Date

March.2012

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

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity: not falling into any of the other groups

OCCUPATIONAL CATEGORY	(1) African American		(1) Latino		(1) Asian		(1) American Indian		(1) Filipino		(1) Caucasian		(1) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Executive, Administrative, Managerial												1	1
Professional Specialty										1	1			
Engineers/Architects														
Technicians and Related Support														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspections														
Transportation and Material Moving														
Handlars, Equipment Cleaners, Helpers														
and Non-construction Laborers*														
Construction laborers and other field employees are not to be included in this page														
TOTALS EACH COLUMN										1	2	1		

GRAND TOTAL ALL EMPLOYEES

4

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED

DISABLED														
NON-PROFIT ORGANIZATIONS ONLY														
BOARD OF DIRECTORS														
VOLUNTEERS														
ARTIST														

WORK FORCE REPORT - Page 3

NAME OF FIRM: HTA Engineering & Construction, Inc. Date March.2012

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

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity: not falling into any of the other groups

OCCUPATIONAL CATEGORY	(1) African American		(1) Latino		(1) Asian		(1) American Indian		(1) Filipino		(1) Caucasian		(1) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Insstaller														
Electrician														
Elevator Installer														
Finisher, Concrete or Terrazzo														
Glazier														
Helpers, Construction Trade														
Iron workers, Structural Metal Workers														
Iron workers, Structural Metal Workers														
Laborers			4											2
Landscape														
Masons, Bricklayers			1											
Tilesetters														
Operators														
Painters														
Pipefitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutter														
TOTALS EACH COLUMN			5											2

GRAND TOTAL ALL EMPLOYEES 7

Equal Opportunity Contracting Program (EOCP) Construction Requirements (rev.11/02)
EOCP-AA(3)

MONTHLY EMPLOYMENT REPORT

Contractor HTA Engineering & Construction, Inc. Employer I.D. Number 61-1403228

Project Title Walker Neighborhood Park Playground Upgrades Design-Build Contract

Reporting Period: 3/1/12-3/31/12

Employee List		Male or Female	1 Ethnic Symbol	Craft	2 Employee Source	Number of Hours Worked
	Last Name, First Name, Middle Initial					
1	NO EMPLOYEE TO REPORT					
2						
3						
4						
5						

1 Ethnic Symbol	
Black, African American	BL
Mexican American, Hispanic, Latino, Puerto Rican	MA
Native American, American Indian, Eskimo	NA
Asian, Pacific Islander	AP
Filipino	FI
Caucasian	CA
Other Ethnicity (not defined above)	OTH

2 Employee Source	
Apprenticeship Program	A
Employment Agency	E
Training Program	T
Union Hiring Hall	U
Other	O

I certify under penalty of perjury that the foregoing information is true and correct

Hatim Askar
 Authorized Signature

Hatim Askar, President
 Printed Name/Title

4/5/2012
 Date Prepared

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

5450 Complex Street, Suite 303, San Diego, CA 92123

Tel: (858) 598-6855 Fax: (858) 836-1263

**Walker Neighborhood Park Play Ground Upgrades Design-Build
Contract - RFP NO. 5201DB**

Technical Proposal

3 - Exceptions to the RFP:

We hereby confirm that we have no exceptions to this RFP.



RH⁵

For Kids
AGES
5-12



CUSTOM RH5 HYBRID MODULAR PLAYSYSTEM

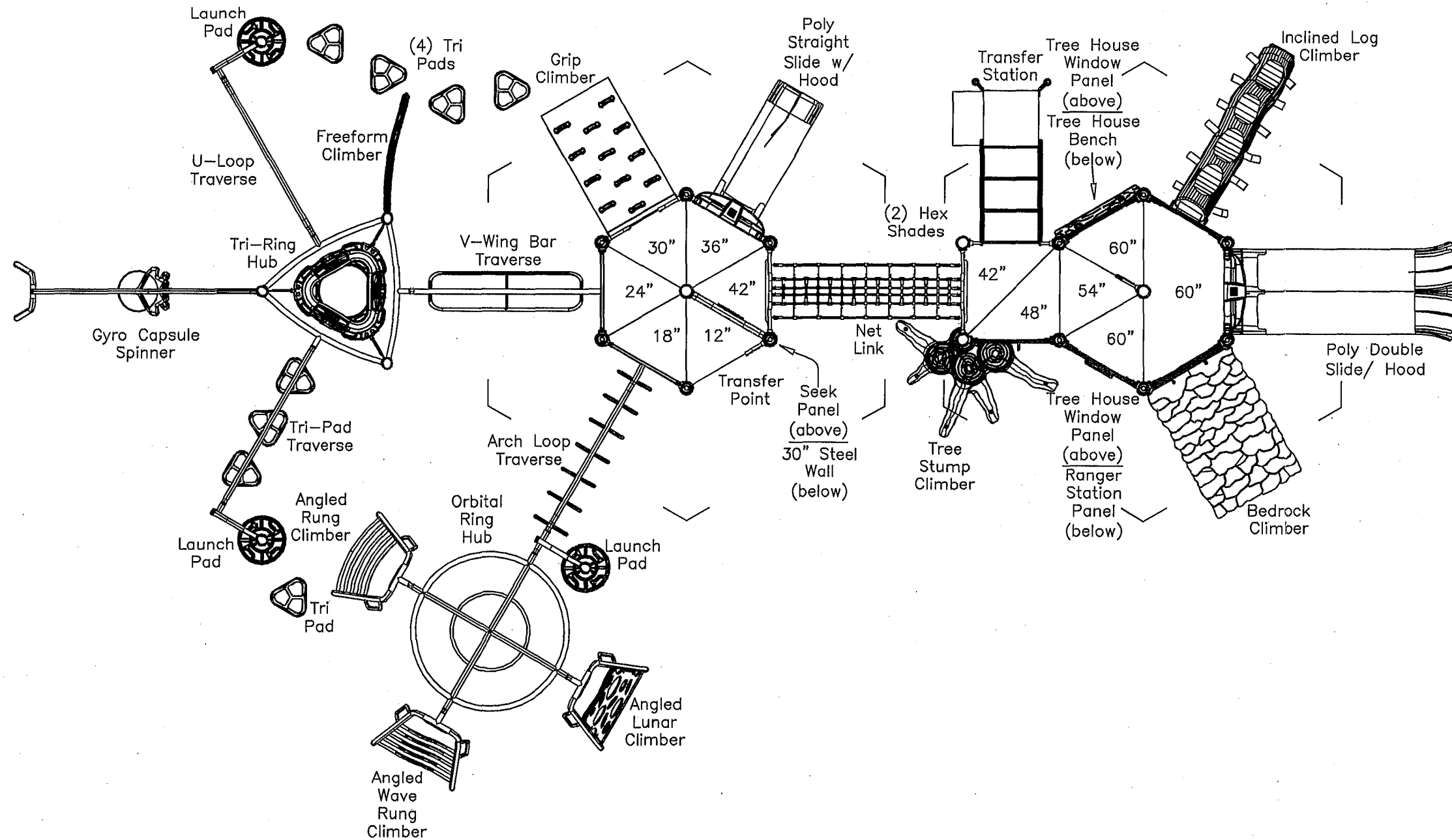
Top View

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE:

THIS DESIGN WILL MEET ADAAG AND ASTM F 1487-07a e1 REQUIREMENTS FOR ACCESS WITH THE ADDITION OF 0 GROUND LEVEL EVENTS (0 TYPES) WHEN PROPERLY INSTALLED OVER ACCESSIBLE SURFACING. SEE SITE PLAN FOR ADDITIONAL GROUND LEVEL EVENTS.

FOR KIDS AGES
5-12

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
10	10/5	0/0	11/3	4/3



GENERAL NOTES:

- IT IS KRAUSS CRAFT, INC.'S OPINION THAT THE PRODUCT(S) SHOWN IN THIS PROPOSAL MEET OR EXCEED THE DESIGN AND SAFETY GUIDELINES FOUND IN THE ASTM F1487 AND USCPSC PUBLICATIONS FOR PLAYGROUND EQUIPMENT DESIGNED FOR PUBLIC USE.
- THIS CONCEPTUAL PLAN IS BASED ON INFORMATION PROVIDED TO US PRIOR TO CONSTRUCTION. DETAILED SITE INFORMATION, INCLUDING THE FOLLOWING, SHOULD BE OBTAINED, EVALUATED, AND UTILIZED IN THE FINAL PROJECT DESIGN: EXACT SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS AND DRAINAGE SOLUTIONS.
- **WARNING:** ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT THAT HAS A CRITICAL HEIGHT VALUE (FALL HEIGHT) APPROPRIATE FOR THE HIGHEST ACCESSIBLE PART OF THIS EQUIPMENT. REFER TO THE CPSC'S HANDBOOK FOR PUBLIC PLAYGROUND SAFETY, SECTION 4: SURFACING.

PR#: 3B37AC
Date: 04/17/12
Drawn By: AMS

WALKER PARK - CITY OF SAN DIEGO
Pacific Play Systems, Inc.

Dimensions: 57' x 31'
Min. Use Zone: 69' x 43'
Scale: 1" = 6'-0"

PLAYCRAFT
SYSTEMS
Manufactured by Krauss Craft, Inc.
www.playcraftsystems.com

CUSTOM RH5 HYBRID MODULAR PLAYSYSTEM

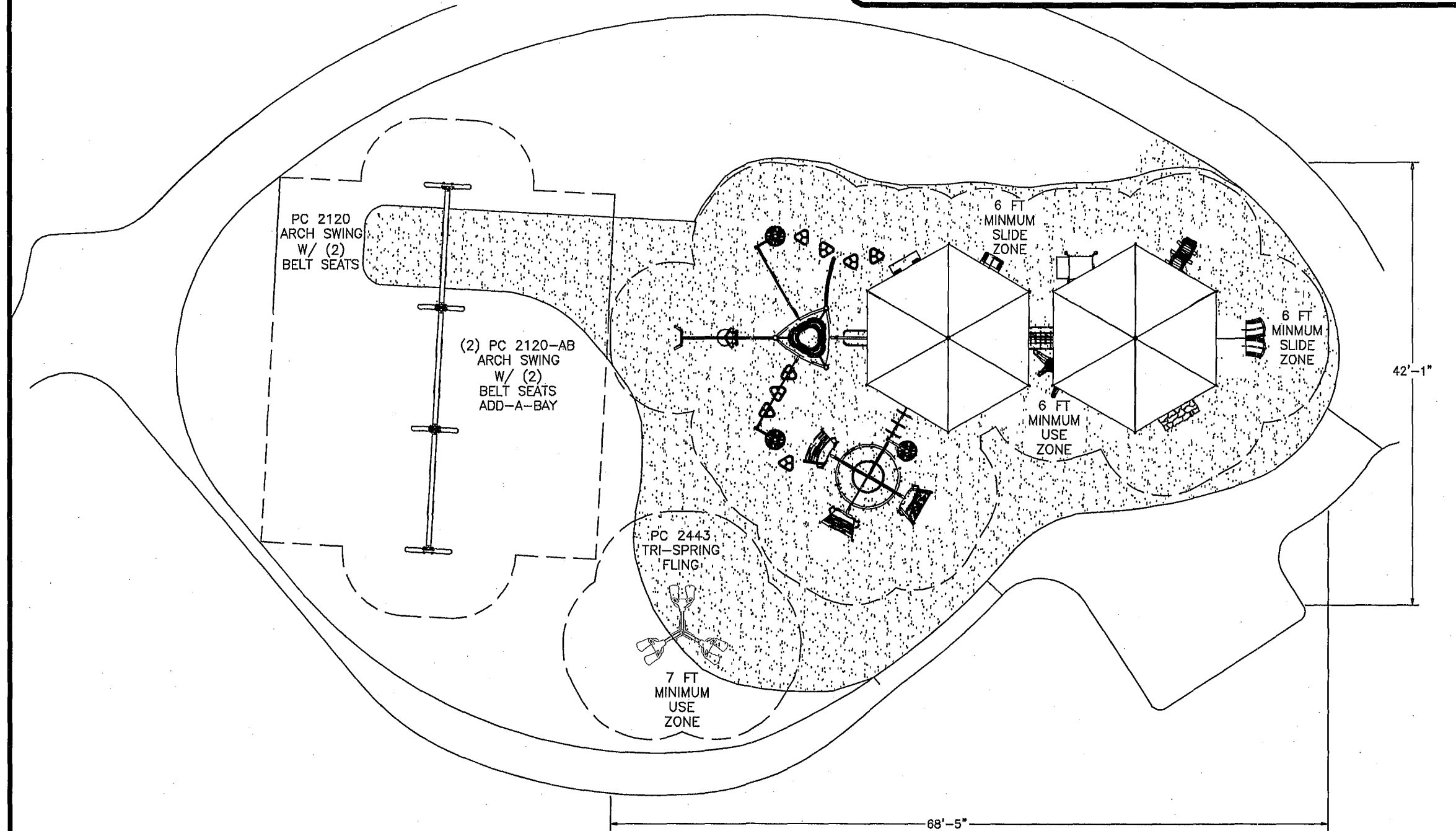
Site Plan (Preliminary)

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE:

THIS DESIGN WILL MEET ADAAG AND ASTM F 1487-07a e1 REQUIREMENTS FOR ACCESS WITH THE ADDITION OF 0 GROUND LEVEL EVENTS (0 TYPES) WHEN PROPERLY INSTALLED OVER ACCESSIBLE SURFACING.

FOR KIDS
AGES
5-12

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
10	10/5	0/0	15/3	5/3



GENERAL NOTES:

- THE SITE PLAN SHOWN IS BASED ON MEASUREMENTS THAT WERE PROVIDED TO KRAUSS CRAFT, INC. AT THE TIME OF THE PROPOSAL REQUEST. ALL DIMENSIONS MUST BE VERIFIED PRIOR TO THE SUBMISSION OF A PURCHASE ORDER. KRAUSS CRAFT, INC. WILL NOT BE RESPONSIBLE FOR ANY DISCREPANCIES BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS SUBMITTED ON A PROPOSAL REQUEST.
- THE MINIMUM USE ZONE FOR THE PLAY STRUCTURE IS BASED ON THE PRODUCT DESIGN AT THE TIME OF THE PROPOSAL. COMPONENTS AND STRUCTURE DESIGN MAY BE SUBJECT TO CHANGE WHICH MAY AFFECT DIMENSIONS. THEREFORE, BEFORE PREPARING SITE, WE STRONGLY RECOMMEND OBTAINING FINAL DRAWINGS FROM THE FACTORY (AVAILABLE AFTER THE ORDER IS PLACED AND INCLUDED IN THE ASSEMBLY MANUAL).
- **WARNING:** ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT THAT HAS A CRITICAL HEIGHT VALUE (FALL HEIGHT) APPROPRIATE FOR THE HIGHEST ACCESSIBLE PART OF THIS EQUIPMENT. REFER TO THE CPSC'S HANDBOOK FOR PUBLIC PLAYGROUND SAFETY, SECTION 4: SURFACING.

PR#: 3B37AC
Date: 04/17/12
Drawn By: AMS

WALKER PARK - CITY OF SAN DIEGO
Pacific Play Systems, Inc.

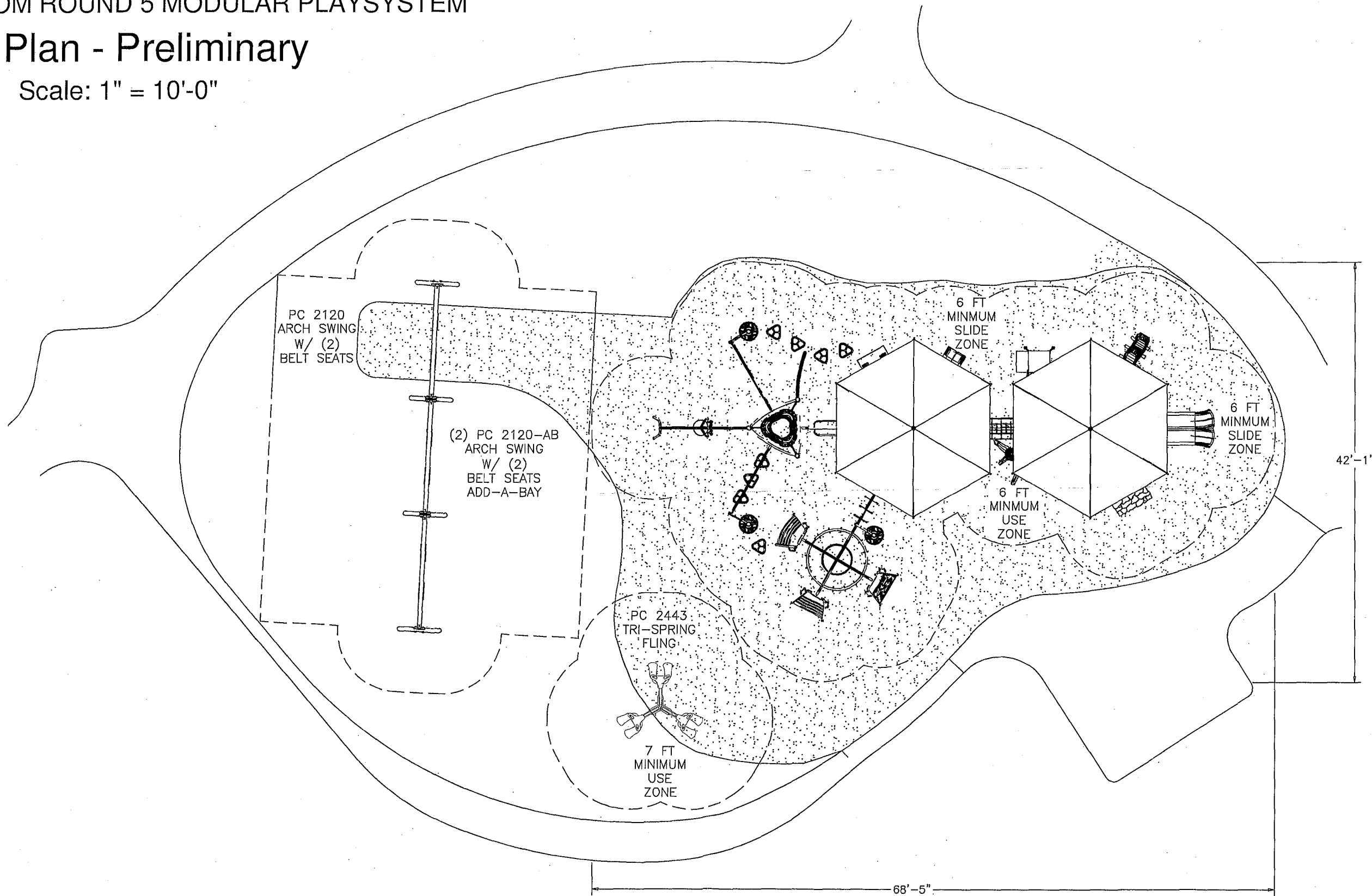
Scale: 1" = 14'-0"



CUSTOM ROUND 5 MODULAR PLAYSYSTEM

Site Plan - Preliminary

Scale: 1" = 10'-0"



PR#: 3B37AC
Date: 04/18/12
Drawn By: AMS

WALKER PARK - CITY OF SAN DIEGO
Pacific Play Systems, Inc.



123 NORTH VALLEY DRIVE
GRANTS PASS, OR 97526
PH: 541-955-9199
FAX: 541-955-6130
www.playcraftsystems.com