

# City of San Diego

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TSchmit/BD/egz



## REQUEST FOR PROPOSAL (RFP)

FOR

## BALBOA PARK GOLF COURSE - CONCRETE IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.: \_\_\_\_\_ K-14-1013-DB1-3-B  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-11100  
COUNCIL DISTRICT: \_\_\_\_\_ 3  
CLIENT DEPARTMENT: \_\_\_\_\_ 1714  
PROJECT TYPE: \_\_\_\_\_ EA

### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE  FEDERAL

### PROPOSALS DUE:

**12:00 NOON**

**MAY 6, 2014**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTING GROUP**

**1010 SECOND AVENUE, 14<sup>TH</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

**ATTN: CONTRACT SPECIALIST**

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## 1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) selection process to provide Design-Build services for the **Balboa Park Golf Course - Concrete Improvements Design-Build Contract** (Project). The Design-Builders shall disregard references to RFQ and SOQ documents in this RFP.
- 1.2. 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 for this Project, and, the terms and conditions governing the Work. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.
- 1.3. Each Proposal properly executed as required by this RFP shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 1.4. This RFP will 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 the Work.
- 1.5. Upon receipt by the City, Proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Proposal. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide or supply applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
- 1.6. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- 1.7. The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its attachments, if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.8. 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. 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.** Subcontractor Participation:

**2.3.1.** The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	3.4%
2.	ELBE participation	19.4%
3.	Total mandatory participation	22.8%

**2.3.2.** The Design-Builder’s are required to attend the Pre-Proposal Meeting to better understand the Good Faith Effort requirements of this contract. See the City’s document titled “SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal” available at: <http://www.sandiego.gov/eoc/>

**2.3.3.** The Proposal will be declared non-responsive if the Proposer fails the following mandatory conditions:

1. Attending the Pre-Proposal Meeting
2. Proposer’s inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
3. Proposer’s submission of Good Faith Effort documentation demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Proposal due date Meeting if the overall mandatory participation percentage is not met.

**2.4.** For additional Equal Opportunity Contracting Program requirements (see Attachment C).

3. **PROJECT VALUE**

- 3.1. The City's estimate of the Contract Price including stipulated Bid items is **\$1,153,000.00**

4. **CONTRACT TIME**

- 4.1. The Project shall be completed within **75 Working Days Working Days** from the NTP.

5. **CONTRACTOR'S LICENSE CLASSIFICATION AND PRE-QUALIFICATION STATUS**

- 5.1. The Design-Builder's license(s) and its prequalification status as specified herein must be valid when Proposal is submitted. Failure to comply with these requirements will result in rejection of the Proposal.

- 5.2. Class "A" or "C-27" contractor's license will be required.

- 5.3. The Design-Builders interested in submitting a proposal for this Project shall be pre-qualified through the City's Prequalification program:

5.3.1. The Design-Builders must submit a complete prequalification application to the City of San Diego, Public Works Contracting Group, Pre-Qualification Program, 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101.

5.3.2. 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@saniego.gov](mailto:dstucky@saniego.gov) for additional information about the Pre-Qualification Program.

5.3.3. 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.

6. **SELECTION AND AWARD SCHEDULE**

- 6.1. The Panel will forward its ranked listing to the Director or designee with a recommendation for the highest ranking proposal. The Mayor or designee has final authority for selection.

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

6.2.1. Pre-Proposal Meeting	April 15, 2014
6.2.2. Proposal Due Date	May 6, 2014
6.2.3. Selection and Notification	May 20, 2014
6.2.4. Limited Notice to Proceed	May 27, 2014

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

See Attachment A

8. **PRE-PROPOSAL ACTIVITIES**

8.1. **Submission of Questions**

8.1.1. The Director or designee of the Public Works Department is the officer responsible for responding to questions and opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents.

8.1.2. All questions regarding the RFP shall be presented in writing to the Contract Specialist at the US Postal Service or the e-mail address identified on the cover sheet of the RFP prior to the Proposal due date

8.1.3. Questions received less than 14 Days prior to the Proposal due date may not be considered.

8.1.4. Interpretations or clarifications of this RFP considered necessary by the City in response to such questions will be issued by Addenda.

8.1.5. The City at its option, may respond to any or all questions submitted in the form of an Addendum. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.1.6. The changes to the RFP through Addendum are made effective as though originally issued with the RFP. It is the Design-Builder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Proposal.

8.2. **Pre-Proposal Meeting**

8.2.1. A **mandatory** Pre-Proposal meeting will be held on **April 2, 2014**, from 10:00 AM to 11:00 AM, at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA, 92101.

8.2.2. All Design-Builders are **required** to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to the RFP. It is not necessary for all members of a the Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be responsible for receiving and applying all information discussed at the Pre- Proposal Meeting.

8.2.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 7 days prior to the Pre-Proposal Conference to ensure availability.

- 8.2.4. Proposals 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.
- 8.2.5. Firms participating in the Pre-Proposal Meeting and site visit (if any) will not be compensated for their participation.

**8.3. Pre-Proposal Site Visit**

- 8.3.1. The prospective Design-Builders are **required** to visit the Work Site with the Engineering. The purpose of the Site Visit is to acquaint Design-Builders with the Site conditions. A Pre-Proposal Site Visit is Scheduled as follows:

Time: 1:30 PM  
Date: April 15, 2014  
Location: 2600 Golf Course Dr. at the Balboa Park Golf Course Clubhouse, San Diego, CA 92102

- 8.3.2. To request a sign language or oral interpreter for this visit, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability.

**8.4. Revision to the RFP**

The City reserves the right to revise the RFP and extend the Proposal due date by issuing an addendum. Addenda issued by the City will be posted to the City's electronic bidding website.

**9. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK**

- 9.1. Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/> Plans and Specifications for this contract are also available for review in the office of the Public Works Contracting Group.
- 9.2. The Design-Builders shall examine carefully the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder 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, local conditions, and as to the requirements of the Contract Documents.

**10. CHANGES TO THE SCOPE OF WORK**

- 10.1. The Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the Scope, Contract Amount, or Contract Time, and shall obtain City's written consent to the change prior to making any changes. In no event shall City's consent be construed to relieve the Design-Builder from its duty to render all Work and Services in accordance with applicable laws and accepted industry standards.



**11. DESIGN SUBMITTALS**

**11.1.** The City’s review of The Design-Builder’s Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder’s failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by The Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

**12. BONDS AND INSURANCE**

**12.1.** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Sections 2-4, “CONTRACT BONDS,” 7-3, “LIABILITY INSURANCE,” and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the City’s standard specifications for public works constructions unless specified otherwise in the Contract Documents.

**13. SUBMITTAL REQUIREMENTS**

**13.1.** Each Design-Builder shall submit separate “Technical” and “Price” Proposals as described in this RFP.

**13.2. Technical Proposal Requirements**

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

**13.2.2.** The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8½” x 11”), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1” margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.

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

**13.2.4.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Proposal shall be organized consistent with ATTACHMENT G.

### **13.3. Price Proposal Requirements**

- 13.3.1.** This solicitation is for a Lump Sum contract.
- 13.3.2.** One executed original of the Price Proposal, clearly marked as “Original” on the cover shall be submitted in a separate sealed envelope Refer to ATTACHMENT H of this RFP for the Price Proposal form to be used.
- 13.3.3.** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 13.3.4.** The lowest proposed price is not the determining factor for award of this contract. See ATTACHMENT G for criteria from which the proposals will be evaluated.
- 13.3.5.** 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.
- 13.3.6.** Certain EOCB 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.

### **13.4. Submittal Requirements**

#### **13.4.1. General**

- 13.4.1.1.** A corporation designated as the selected Design-Builder shall furnish evidence of its corporate existence and evidence that the officer signing the Proposal and subsequent bonds for the corporation is duly authorized to do so.
- 13.4.1.2.** Price Proposal shall be made only upon the Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 13.4.1.3.** The Design-Builder shall complete and submit all pages in the "Proposal Documents" Section as their Price Proposal per the schedule given under “Required Documents Schedule.” The Design-Builder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Proposal. The entire specifications for the proposal package do not need to be submitted with the proposal.
- 13.4.1.4.** Proposals and certain other forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Design-Builder and the appropriate State Contractors License designation which the Design-Builder holds.

- 13.4.1.5. Proposals may be withdrawn by the Design-Builder prior to, but not after, any of the Proposals received by the City have been opened. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 13.4.1.6. Proposals or modifications received after the hour and date specified on the cover of this RFP may cause the Design-Builder's Proposal to be rejected as non-responsive.
- 13.4.1.7. Failure to comply with the requirements of this RFP may result in disqualification.

**13.4.2. Technical Proposal**

- 13.4.2.1. The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- 13.4.2.2. The Technical Proposal must contain: one executed original, clearly marked as "Original" on the cover, six (6) paper copies of the Proposal, and one (1) searchable Portable Document Format (PDF) copy of the Proposal stored on Compact Disc (CD) or Digital Video Disc (DVD). The following information will be clearly marked on the outside of each package:

Name of Design-Builder  
 Project Title  
 "Technical Proposal" Package Number (for example: "1 of 16")  
 Marked "**CONFIDENTIAL**" (in red)

- 13.4.2.3. Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with ATTACHMENT G.

**13.4.3. Price Proposal**

- 13.4.3.1. 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.
- 13.4.3.2. 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.
- 13.4.3.3. The Price Proposal shall 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)

#### **13.4.4. Review of Technical Proposal**

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

#### **14. SELECTION CRITERIA**

- 14.1.** Following review of the Technical Proposals and the oral presentations/interviews (if applicable), the resulting qualitative evaluation scores will be totaled. After which, each Design-Builder's price envelope will be opened and forwarded to EOCP for review of actual subcontractor participation and scoring. The EOCP score will then be added to the Design-Builder's cumulative score.

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

- 14.2.1.** The City will select a Design-Builder that will offer the best value for the design and construction of this project per the scope shown in ATTACHMENT A.
- 14.2.2.** The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described in ATTACHMENT G to select the Design-Builder. Design-Builders will be notified in writing of the City's final decision.
- 14.2.3.** The Design-Builder is responsible to demonstrate by submittal of their package that the complete design, product, and installation can be accomplished for the stipulated Contract Price.

#### **15. OPENING OF PRICE PROPOSALS**

- 15.1.** After the Technical Proposals have been evaluated and scored, the City will open the Price Proposals and make the selection of the winning Design-Builder in accordance with the criteria set forth in ATTACHMENT G. The City will announce in writing the selected Design-Builder via correspondence to all participants indicating the evaluation results. The notification to the Design-Builders shall constitute the public announcement of the Apparent Winner. In the event that the Apparent Winner is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated Apparent Winner.
- 15.2.** To obtain opening of price Proposals results, attend the opening of Price Proposals, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Proposal number, and Proposal tabulation will be mailed to you upon verification of extensions. The results given over the telephone shall not be relied upon confirmed in writing.

#### **16. POLICIES, PROCEDURES AND GUIDELINES**

- 16.1.** 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.

- 16.2. 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.).
- 16.3. The Panel will review all proposals received. Based on the Design-Builder's Proposal and the Project's Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee.
- 16.4. 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.

17. **ADDITIONAL TERMS AND CONDITIONS**

- 17.1. **Protests.** A Design-Builder may protest the award of a Task Order to another Design-Builder in accordance with San Diego Municipal Code section 22.3017.
- 17.2. **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as "key personnel" in its Statement of qualifications SOQ and Proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, Supplier, or Subcontractor identified in its SOQ and Proposal statement of qualifications or proposal without written consent of the City.
- 17.3. **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which would be adjusted as mutually agreed upon by the City and the Design-Builder.
- 17.4. **Submittal of "Or Equal" Items.** See 4-1.6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 17.5. **Subcontract Limitations.** The Design-Builders shall perform not less than **50%** of all work contemplated under this RFP. Failure to comply may render the Proposal **non-responsive**.
- 17.6. **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.
- 17.7. **City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
  - 17.7.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

- 17.7.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 17.7.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 17.7.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 17.7.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 17.7.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 17.7.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**17.8. Payroll Records.**

- 17.8.1. The Design-Builder'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. These require, in part, that the Design-Builder 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.
- 17.8.2. The Design-Builder and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. The Design-Builder shall be responsible for the compliance with these provisions by the Subcontractors. The City will withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

**17.9. Prevailing Wage Rates:** Prevailing wage rates apply to this contract.

**17.9.1. State Prevailing Wage Requirements.**

17.9.1.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at [http://www.dir.ca.gov/dlstr/statistics\\_research.html](http://www.dir.ca.gov/dlstr/statistics_research.html). The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

17.9.1.2. Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall

pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

**17.9.1.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

**17.9.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

#### **17.10. Working Hours.**

**17.10.1.** The Design-Builder shall comply with all applicable provisions of section 1810 to 1815, inclusive, of the California Labor Code relating to working hours.

**17.10.2.** The Design-Builder shall forfeit \$25.00 to the City for each worker employed in the execution of the Contract by the Design-Builder or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1.5 times the basic rate of pay.

#### **17.11. Reference Standards:**

**17.11.1.** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

17.11.2. The City of San Diego Consultant’s Guide to Park Design and Development, available on line at

<http://www.sandiego.gov/park-and-recreation/pdf/parkdesign/consultantsguide2011.pdf>

**18. REQUIRED DOCUMENT SCHEDULE AND FORMS**

18.1. **REQUIRED DOCUMENT SCHEDULE** - The following forms must all be completed and submitted to the City in connection with this Request for Proposal (see Required Document Schedule)

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

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

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



<b>REQUIRED DOCUMENT SCHEDULE</b>					
<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>	<b>DOCUMENT DUE (AS CHECKED) WITH:</b>	
				<b>TECHNICAL PROPOSAL</b>	<b>PRICE PROPOSAL</b>
1.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Price Proposal Form		√
2.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Design-Builder and Submitted with Proposal under 23 USC 112 and PCC 7106		√
3.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions		√
4.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance		√
5.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA05 – Design-Build List of Subcontractors		√
6.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA10 - Design-Build List of Subcontractors Additive/Deductive Alternate		√
7.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA15 - Design-Build List of Subcontractors	√	
8.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA20 - Design-Build List of Subcontractors Additive/Deductive Alternate	√	
9.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA25 - Design-Build Named Equipment/Material Supplier List		√
10.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA30 - Design-Build Named Equipment/Material Supplier List	√	

## REQUIRED DOCUMENT SCHEDULE

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
11.	WITHIN 3 WORKING DAYS OF PROPOSAL DUE DATE WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.		
12.	WITHIN 3 WORKING DAYS OF PROPOSAL DUE DATE WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available		
13.	WITHIN 3 WORKING DAYS OF PROPOSAL DUE DATE WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE-ELBE Good Faith Documentations		
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Names of the principal individual owners of the Apparent Low Design-Builder -		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms - Agreement		

**REQUIRED DOCUMENT SCHEDULE**

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms – Performance Bonds and Labor and Materialmen’s Bond		
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Certificates of Insurance and Endorsements		
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - Drug-Free Workplace		
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - American with Disabilities Act		
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractors Standards - Pledge of Compliance		
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Form BB05 – Work Force Report		

## ATTACHMENTS

## **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 Description:**

Balboa Park Golf Course - Concrete Improvements Design-Build Contract consists of the following: Design and installation of a complete cart path system within the golf course, design and installation of various maintenance paths, design and installation of low walls, minor grading, and removal and replacement of existing stairways. The winning Design-Build Team shall provide the best design and construction plan to maximize improvements for a lump sum price.

##### **2.0 Scope of Work:**

###### A. Design Requirements:

1. All work shall meet current building codes and City standards.
2. Cart paths shall vary in width, and be either 8' wide, 9' wide or 10' wide depending on location. It shall be assumed for bidding purposes that all cart paths are 10' wide.
3. Maintenance paths shall be 12' feet wide.
4. For bidding purposes, it shall be assumed that one-third (1/3) of all cart paths and maintenance paths have curbing on one side. Curbing shall be between 4" and 6" high. For bidding purposes, it shall be assumed that all curbing is 6" high.
5. Design-Build Team shall design for proper drainage, required concrete reinforcement, cart by-pass areas, and concrete / asphalt mix.
6. For bidding purposes, it shall be assumed that twelve (12) cart bypass areas are required along the cart/maintenance pathways. Cart bypass areas shall be minimum 6' wide and 15' long.
7. Minor irrigation relocation or repairs and turf repairs shall be coordinated with City Golf staff. City staff will complete this work.
8. A Golf Course Shaper & Construction Specialist shall be included in the Design-Build Team. This shaper and construction specialist must have experience working and constructing golf course projects. It is expected that this shaper and construction specialist will physically perform the necessary construction shaping work in the field.
9. Design-Build Team shall assume soils in and around the project site contains significant rock deposits. Remaining rock shall be removed from site.
10. Demolished asphalt and concrete shall be removed from the site and disposed of properly.

11. Soil is available on-site from Golf operations staff for backfill and turf planting, if needed.
12. Soil used for backfill and turf planning shall contain no rocks or debris larger than ½” diameter in the top 12”. Contractor shall remove all leftover rock and debris from site.
13. No Class II base is required for the cart and maintenance pathways. However, native soil shall be compacted to 90% minimum prior to concrete placement.
14. A SWPPP shall be prepared per all requirements and the City of San Diego will be the entity reviewing the document.
15. Design Build Team shall coordinate with Golf operations staff on turf removal. Golf operations staff reserves the right to remove and reuse sod. In areas where Golf staff will not be removing sod, the Design Build Team shall be responsible for removal and disposal. For bidding purposes, the Design Build Team shall assume that ½ of the total required sod removal for the project shall be removed by the City and that ½ of the required sod removal shall be removed and disposed of by the Design Build Team.
16. It is required to have an experienced golf course irrigation designer on the team. The golf course irrigation designer shall, as part of their daily business, work exclusively on golf course irrigation projects a minimum of 80% of the time. Golf operations staff intend to move and adjust irrigation as required; however, the golf course irrigation designer shall consult with City staff on the design work required regarding the impacted irrigation system.
17. It is not intended to have a landscape architectural firm as a part of the Design Build Team, unless that firm works exclusively on golf course irrigation design projects a minimum of 80% of the time and that firm will serve as the landscape irrigation designer for the project.
18. The golf course shall remain open during construction. Design Build Team shall complete work in one area of the golf course prior to moving on to another, subject to approval by Golf operations staff.
19. It is acceptable to stockpile removed asphalt and concrete for a limited time on the site. This location shall be determined during construction and approved by the Engineer prior to any work.
20. It is not intended that detailed construction plans be completed for this project. Exact locations for all cart and maintenance paths shall be located in the field with the collaboration and assistance of Golf staff, the contractor, and the golf course shaper.

B. Construction Requirements:

1. Concrete Stairs:
  - a. Remove existing stairs, including any railing, railroad ties, etc. Remove from site.

- b. Install new concrete stairs per San Diego Standard Drawing SDM-118 with handrails.
  - c. Install landing at top of stairs.
  - d. Provide all necessary surveying and grading needed to match the stairs top and bottom to existing grade.
  - e. Provide all design and all necessary material and labor required for construction.
2. Concrete Cart / Maintenance Paths:
- a. Demolish and remove existing cart/maintenance pathways as required.
  - b. Install new concrete cart/maintenance pathways.
  - c. Depth of all cart paths shall be 4” thick.
  - d. Depth of all maintenance paths shall be 6” thick.
  - e. Concrete reinforcement
  - f. A heavy broom finish shall be used for all concrete maintenance and cart paths per Golf operations staff.
3. Walls:
- a. Walls shall be installed as required to a maximum of 3’ high, per drawings C-9 and C-10, 2012 Standard Drawings for Public Works Construction.
  - b. Design-Build Team shall design for drainage and reinforcement.
4. Miscellaneous Improvements:
- a. Repair and slurry coat of existing asphalt areas.
  - b. Tree removal. For bidding purposes, it shall be assumed that two (2) trees are being removed.
  - c. Tree planting. For bidding purposes, it shall be assumed that six (6) 24” box trees are being planted.



SENIOR  
Kevin Oliver  
619-533-5139

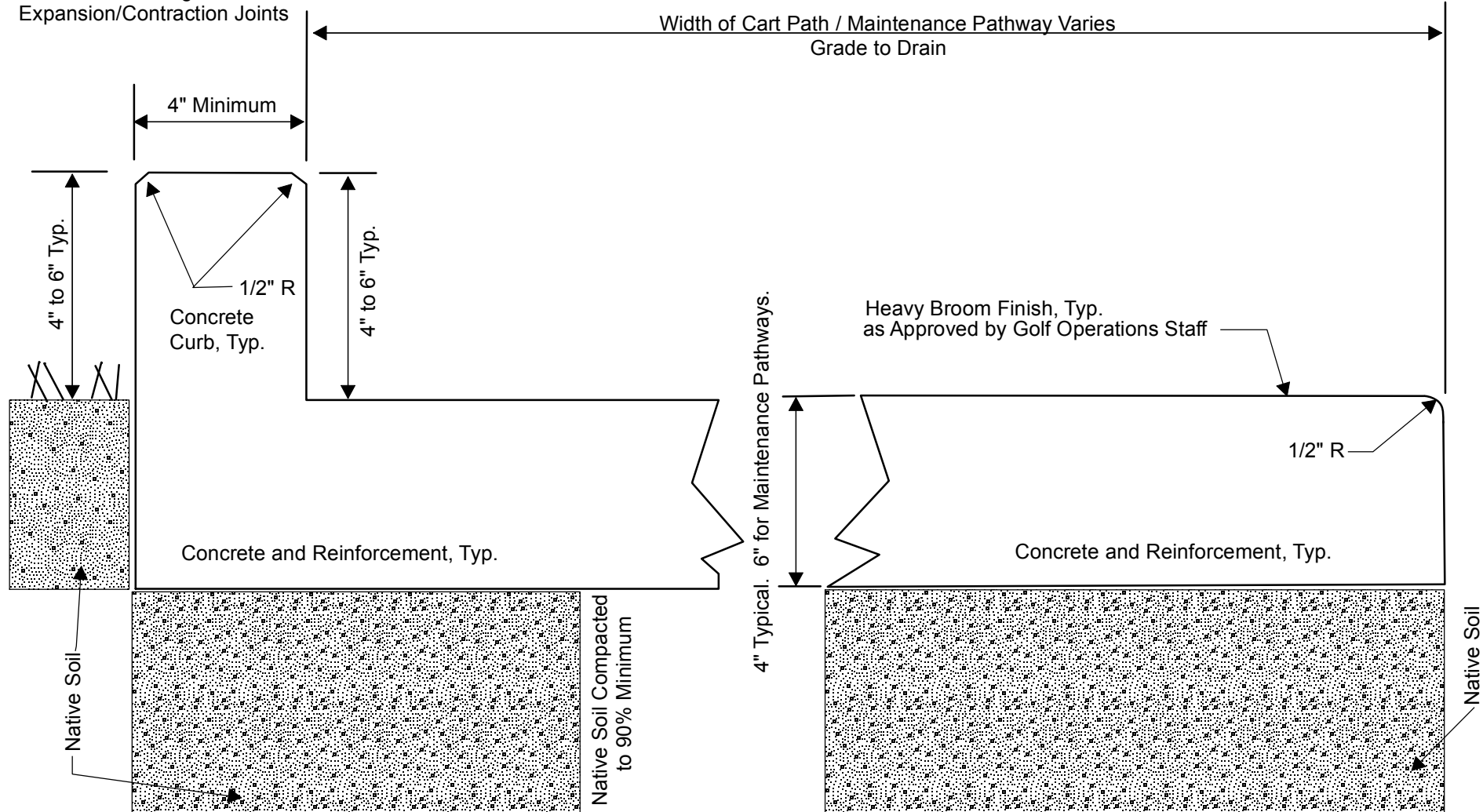
PROJECT MANAGER  
Todd R. Schmit  
619-533-4620

# Balboa Park Golf Course Concrete Improvements

## CART PATH / MAINTENANCE PATH DETAIL

D/B Contractor to Design:  
Drainage  
Reinforcement  
Cart Path  
Concrete Mix  
Concrete Finishing  
Expansion/Contraction Joints

Notes: a. Some cart/maintenance paths will have no curbs, others may have curbs on both sides.  
b. Native soil, when required, shall be secured from the site and/or from areas on site as Golf Operations staff directs. Soil shall be free of rock over 1/2" in diameter to a depth of 12" and compacted to min. 90%.



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**MAP LEGEND**

- - - - - New 8' to 10' Wide Concrete Cart Path
- Remove Existing Asphalt and Replace w/ New 8' to 10' Wide Concrete Cart Path
- - - - - New 12' Wide Concrete Maintenance Path - ADDITIVE ALTERNATE A
- - - - - Remove Existing Asphalt and Replace w/ New 12' Concrete Maintenance Path
- - - - - New Wall, 3'-0" Ht. Maximum
- Remove Existing Concrete/Asphalt and Repair Turf Area
- Repair / Slurry Coat of Existing Asphalt Area - ADDITIVE ALTERNATE B
- Remove Existing Asphalt and Add New Concrete Area



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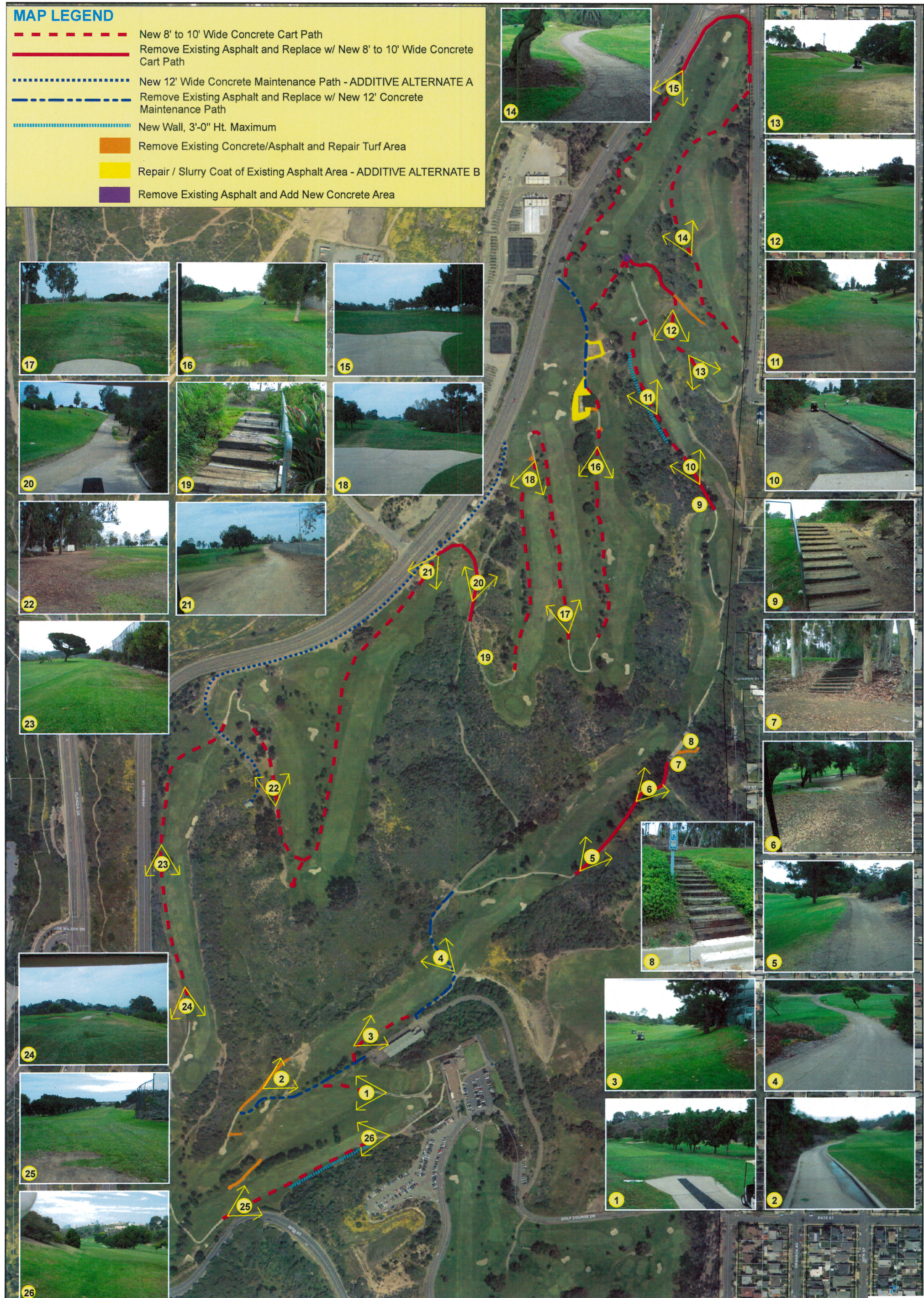
Request for Proposal (Rev. Nov. 2013)  
 Attachment A - Project Description, Scope of Work, Technical Specifications and Bidding Documents  
 Balboa Park Golf Course - Concrete Improvements Design-Build Contract

**Balboa Park 18-Hole Golf Course  
 Cartpath and Stair Improvements**  
 City of San Diego WBS #: B-11100

0 45 90 180 270 360 Feet DATE: 7/17/2013 Drawn By: TRS

**MAP LEGEND**

- - - - - New 8' to 10' Wide Concrete Cart Path
- Remove Existing Asphalt and Replace w/ New 8' to 10' Wide Concrete Cart Path
- - - - - New 12' Wide Concrete Maintenance Path - ADDITIVE ALTERNATE A
- - - - - Remove Existing Asphalt and Replace w/ New 12' Concrete Maintenance Path
- - - - - New Wall, 3'-0" Ht. Maximum
- Remove Existing Concrete/Asphalt and Repair Turf Area
- Repair / Slurry Coat of Existing Asphalt Area - ADDITIVE ALTERNATE B
- Remove Existing Asphalt and Add New Concrete Area



**Balboa Park 18-Hole Golf Course  
Cartpath and Stair Improvements**

**PHOTOGRAPHIC SURVEY**

City of San Diego WBS #: B-11100

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DATE: 11/06/2012  
Drawn By: TRS

**ATTACHMENT B**  
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**ATTACHMENT C**

**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS**

### **1. EQUAL OPPORTUNITY**

- 1.1.** To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

#### **D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

##### **1. Nondiscrimination in Contracting Ordinance.**

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against 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.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
  3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
  5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.



**ATTACHMENT D**  
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**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
  - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
- 

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

#### **1-2 TERMS AND DEFINITIONS.**

**Normal Working Hours.** To the City Supplement, ADD the following:

The Normal Working Hours shall be 7:30 AM to 3:30 PM.

### **SECTION 2 – SCOPE AND CONTROL OF WORK**

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

1. The Contractor shall perform, with its own organization, Contract work amounting to at least **50** percent of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified.

#### **2-5.3.1 General.** To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
  - a) The product type or category is not in the AML.
  - b) The AML does not list at least two available manufacturers of the product.
  - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

#### **SECTION 4 – CONTROL OF MATERIALS**

**4-1.6 Trade Names or Equals.** ADD the following:

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no less than 15 Working Days prior to Proposal due date** and on the City’s Product Submittal Form available at.

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

#### **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

**6-1.2 Commencement of Work.** To the City Supplement, ADD the following:

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.

#### **SECTION 7 – RESPONSIBILITES 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.

**7-3.1 Policies and Procedures.**

1. 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.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You 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.
4. 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.

5. 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.

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

1. 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.
2. 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).
3. 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.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$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.**

1. 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”).
2. All costs of defense must be outside the limits of the policy.

**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.

**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.

**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.
- c) 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.
- d) 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.
- 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.
- 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.
- 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.
- 7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**
1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by you) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require your Subcontractor keep in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.
  2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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

**7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.**

1. 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.

2. Limits for this insurance must be not less than the following:

Workers' Compensation	Statutory Employers Liability
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

3. 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.

**7-8.6 Water Pollution Control.** ADD the following:

Based on a preliminary assessment by the City, this contract is subject to CGP LUP TYPE 3 (SWPPP).

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.



**SECTION 8 – FACILITIES FOR AGENCY PERSONNEL**

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

**SECTION 9 – MEASUREMENT AND PAYMENT**

**9-3.2.5** **Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, “PAYROLL RECORDS” and 2-16, CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.”

**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.

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

**SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION**

**308-4** **PLANTING.** To the City Supplement, CORRECT certain section numbering as follows:

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
<b>308-4.6</b>	<b>Ground Cover and Vine Planting.</b>	<b>308-4.7</b>
<b>308-4.7.2</b>	<b>Seed.</b>	<b>308-4.8.2</b>
<b>308-4.7.3</b>	<b>Sod.</b>	<b>308-4.8.3</b>

**308-7** **GUARANTEE.** To the City Supplement, DELETE in its entirety.

**308-7** **Payment.** ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

**308-8** **Payment.** To the City Supplement, DELETE in its entirety.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**Fire Hydrant Meter Program**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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



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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**Larry Gardner  
Water Department Director**

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

### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ( )
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ( )
Site Contact Name and Title:			Phone: ( )
Responsible Party Name:			Title:
Cal ID#			Phone: ( )
Signature:		Date:	
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			

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter
Contract Acct #:	Deposit Amount: <b>\$ 936.00</b> Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b> Meter Make and Style: <b>6-7</b>
Backflow #	Backflow Size: Backflow Make and Style:
Name: Request for Proposal (Rev. Mar. 2014)	Signature: Date: 54   Page

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department



**APPENDIX B**

**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						
<b>CHANGE ORDERS</b>											
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)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
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											

## APPENDIX C

### Construction & Demolition Debris Deposit Program, Waste Management Forms



## Waste Management Form for Construction & Demolition (C&D) Debris

Required for projects described in Municipal Code §66.0601-66.0610. Please see Information Bulletin 119 for more information.

**PART I Complete this section before obtaining a building or demolition permit. Submit this form and your recycling deposit to the Development Services Department when paying permit fees.**

Approval No. \_\_\_\_\_ Project Title (if applicable) \_\_\_\_\_

Project Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Property Owner \_\_\_\_\_ Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Contact Mailing Address (if different than project address) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Project Type (check all that apply): New Construction  Addition/Alteration  Demolition

Commercial  Residential  Single Family  Multi-Family

Estimated Square Feet \_\_\_\_\_

Estimated Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Estimated Completion Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**TO BE FILLED OUT BY DSD STAFF**

Recycling Deposit Paid \$ \_\_\_\_\_

By \_\_\_\_\_

**Fill out the following table with estimated waste tonnage that will be generated by your project.**  
*Goal : Reduce quantity of materials disposed at landfills by percentage noted in Municipal Code §66.0601-66.0610*

**Indicate quantities in tons for each material listed. Note: A = B + C (Please use the City Construction and Demolition Debris Conversion Rate Tables if converting from volume to tonnage.)**

Material Type	A Estimated Waste Quantity	B Estimated Salvage Reuse OR Recycled	C Estimated Disposal	D Hauler	E Facility Destination(s)
Asphalt & Concrete					
Brick / Masonry / Tile					
Dirt					
Mixed Inerts					
Mixed C&D Debris					
Cabinets, Doors, Fixtures, Windows (circle all that apply)					
Carpet					
Carpet Padding / Foam					
Cardboard					
Ceiling Tile (acoustic)					
Drywall (Used, new, unpainted sheets or scrap)					
Landscape Debris					
Unpainted Wood & Pallets					
Roofing Materials					
Scrap Metal					
Stucco					
Garbage / Trash					
Other (please describe)					
Other (please describe)					
<b>TOTAL</b>					

**PART I Continued**

Refer to the table on the previous page and fill in the blanks below to determine your estimated diversion rate.

( Total Column B / Total Column A : \_\_\_\_\_ ) x 100 = \_\_\_\_\_ %

**For Multi-Family, Commercial and Industrial Projects ONLY** (Single family projects do not need to answer this question):

**My project complies with Municipal Code §142.0805 which requires certain space allocation for trash and recyclable material storage.**

**PART II Complete this section after final inspection. Submit with a copy of all diversion and disposal receipts, written statements or photographs documenting on-site reuse or other reuse or donation, and a copy of PART I of this form to apply for your refund.**

Send completed form and all documentation to:

**City of San Diego  
Environmental Services Department  
Attn: C&D Diversion Coordinator  
9601 Ridgehaven Court, Suite 320  
San Diego, CA 92123**

**Applicants must submit refund requests within 180 days following project final inspection. Requests submitted after 180 days will not be eligible for a refund. Refunds will not be issued if all requested information and documentation is not provided. Refunds will be mailed within 45 days following receipt of all proper forms and documentation.**

Applicant is advised of San Diego Municipal Code section 11.0401(b) which states: "No person willfully shall make a false statement or fail to report any material fact in any application for City license, permit, certificate, employment or other City action under the provisions of the San Diego Municipal Code."

**Section A**

I certify under penalty of perjury under the laws of the State of California that the information provided in and with this form pertains to construction and demolition debris generated only from the project listed in PART I, that I have reviewed the accuracy of the information, and that the information is true and correct to the best of my knowledge and belief.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Final Inspection Date \_\_\_\_\_

**Section B**

Please fill in this part only if the refund check is to be sent to a different person and address than that listed in PART I. By signing my name, I hereby direct the C&D refund for this project to be sent to the person listed in Section C below

Name \_\_\_\_\_ Signature \_\_\_\_\_

**Section C**

Please send refund to:

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**For more information please call City of San Diego Environmental Services Department (858) 694-7000 or visit [www.sandiego.gov/environmental-services/recycling/cdrecycling.shtml](http://www.sandiego.gov/environmental-services/recycling/cdrecycling.shtml)**

**ATTACHMENT F**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT G**  
**PROPOSAL SUBMITTAL REQUIREMENTS**  
**AND SELECTION CRITERIA**

## ATTACHMENT G

### 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. The following information must be supplied by a contractor submitting a proposal in order for its proposal to be considered. Failure to provide all required information set forth below may result in the Proposal being considered **non-responsive** and ineligible for further consideration.
  - 1.1 Legal name of company.
  - 1.2 Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
  - 1.3 Year of establishment of entity.
  - 1.4 If company is subsidiary of a parent company, identify the parent company.
  - 1.5 Address of main office.
  - 1.6 Address of San Diego satellite office if applicable.
  - 1.7 Contact information for firm, including name, title, email address and telephone number.
  - 1.8 Number of employees in San Diego County.
  - 1.9 Applicable License(s):
    - 1.9.1 City of San Diego Business License Number, including expiration date.
    - 1.9.2 State Contractor's License Number including expiration date, and all classifications.
    - 1.9.3 Professional Engineering/Architect License Number, including expiration date.
2. **Addenda to this RFP (PASS/FAIL)**
  - 2.1. The Proposer shall acknowledge each addendum issued in connection with this RFP, by listing all issued addenda on an Addenda Acknowledgement sheet to be submitted with the Proposal. Failure to acknowledge all issued addenda shall result in the Proposal being considered **non-responsive** and ineligible for further consideration.



2.2. Including copies of addenda with the Proposal shall not constitute acknowledgement of issued addenda.

3. **Proposer Exceptions to this RFP (PASS/FAIL)**

3.1. If the Proposer takes exception to any portion of the RFP, the Proposer must identify and explain to the City in writing the basis for the exception. The Proposer must submit any claimed exception a minimum of 10 calendar days prior to the due date for submission of Technical Proposals. Exceptions taken after the submission period for this RFP shall be cause for rejection of the Proposal as being **non-responsive**.

4. **Summary of Proposal (5 Points Max)**

4.1. Each Proposer must submit a one to two page summary of its Proposal.

5. **Project Team (20 Points Max)**

5.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:

5.1.1. Construction Management

5.1.2. Golf Course Shaper & Construction Specialist

5.1.3. Golf Course Irrigation Designer

6. **Technical Approach and Design Concept (30 Points Max)**

6.1. 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 Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated. The following elements shall be included in this Technical Proposal:

6.1.1. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of major design components and proposed durations.

7. **Construction Plan (20 Points Max)**

7.1. Describe the proposed construction plan for this project, including the following, at a minimum:

7.1.1. Construction approach and methods

7.1.2. Plan for operation of facility during construction

7.1.3. Plan for phasing of construction activities

7.1.4. Proposed safety program

- 7.1.5. Proposed emergency response plan
- 7.1.6. Proposed construction schedule
- 7.1.7. Temporary access for golfers at the affected areas.
- 7.1.8. Golf Course Impact during construction
- 7.1.9. SWPPP requirements.
- 7.1.10. Rocky soil remediation.

**8. Equal Employment and Contracting Opportunity (25 Points Max)**

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

**8.1.1.** Work Force Report

**8.1.1.1.** Include a completed Work Force Report (Form BB05) for its employees located within San Diego County only. The selected firm may be required to submit workforce data for a regional office prior to contract award.

**8.2.** Subcontractor Documentation

**8.2.1.** The Proposer 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.

**8.2.2.** Work which requires Subcontractors that are not listed by Proposer at time of Award shall be let by Proposer in accordance with a competitive bidding process performed solely at Proposer’s expense. Proposer 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.

**8.2.3.** The Proposer 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 Proposer shall do the following:

**8.2.3.1.** Submit the selection method used to the City in accordance with 2-5.3, “Submittals.”

**8.2.3.2.** Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City’s pre-qualification standards.

- 8.2.3.3. 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.
- 8.2.4. 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 Proposer.
- 8.2.5. The Proposer 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.
- 8.2.6. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

OUTCOME		MAXIMUM POSSIBLE POINTS
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
In no case the points shall exceed 25.		

**Total Points: 100**

**ATTACHMENT H**  
**PROPOSAL FORMS**

# City of San Diego

## CITY CONTACT

**Contract Specialist:** Damian Singleton

**Email:** dsingleton@sandiego.gov

**Phone No.:** (619) 533-3482, **Fax No.:** 619-533-3633

TSchmit/BD/egz



## CONTRACT DOCUMENTS

## FOR

### BALBOA PARK GOLF COURSE - CONCRETE IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.:	K-14-1013-DB1-3-B
SAP NO. (WBS/IO/CC):	B-11100
COUNCIL DISTRICT:	3
CLIENT DEPARTMENT:	1714
PROJECT TYPE:	EA

#### **PROPOSAL DUE:**

**12:00 NOON**

**MAY 6, 2014**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTING GROUP**

**1010 SECOND AVENUE, 14<sup>TH</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

**ATTACHMENT H SHALL BE SUBMITTED IN ITS ENTIRETY**

PROPOSAL

Design-Builder’s General Information

To the City of San Diego:

Pursuant to the “Request for Proposal”, 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 proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

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

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_

**PROPOSAL FORMS**

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(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Full Name and Character of partner

\_\_\_\_\_

\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of \_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**PROPOSAL FORMS**

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**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the “**Request for Proposal**”, the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION \_\_\_\_\_

LICENSE NO. \_\_\_\_\_ EXPIRES \_\_\_\_\_, \_\_\_\_\_

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

TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**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 \_\_\_\_\_ Title \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_  
(NOTARIAL SEAL)





**PROPOSAL FORMS**

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**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 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_  
Name  
 \_\_\_\_\_ Date \_\_\_\_\_  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**PROPOSAL FORMS**

**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 Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

**CONTRACT INFORMATION**

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

**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](http://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.

Name/Title of Signatory	Signature
-------------------------	-----------

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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rev 02/15/2011

**PROPOSAL FORMS**

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**Design-Build Proposal**

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1. The undersigned The 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 **Balboa Park Golf Course - Concrete Improvements 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 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 The 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 The 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: \_\_\_\_\_

The Design-Builder: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

**PROPOSAL FORMS**

**PRICE PROPOSAL FORMS**

The Bidder agrees to the design and construction of **BALBOA PARK GOLF COURSE - CONCRETE IMPROVEMENTS 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 federally funded contracts and 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 No.	NAICS CODE*	Description	Quantity	D*	Unit	Unit Price	Amount
<b>BASE PROPOSAL</b>							
1.	524126	Bonds (Payment and Performance)	1		LS	<del>                    </del>	\$
2.	541330	Engineering and Design Services	1	D	LS	<del>                    </del>	\$
3.	238990	Field Construction	1		LS	<del>                    </del>	\$
4.	237990	Water Pollution Control Program Development and Implementation	1		LS	<del>                    </del>	\$
5.	238990	Contingency - Type II Allowance	1		AL	<del>                    </del>	\$60,000.00
<b>TOTAL BASE PROPOSAL (ITEMS NO 1 THROUGH 5 INCLUSIVE)</b>							<b>\$</b>
<b>ADDITIVE ALTERNATE A</b>							
1.	237310	12' Wide Concrete Maintenance Path	1		LS	<del>                    </del>	\$
<b>TOTAL ADDITIVE ALTERNATE A:</b>							<b>\$</b>
<b>ADDITIVE ALTERNATE B</b>							
1.	237310	Repair and Slurry Coat Existing Asphalt Areas	1		LS	<del>                    </del>	\$
<b>TOTAL ADDITIVE ALTERNATE B:</b>							<b>\$</b>
<b>ADDITIVE ALTERNATE C</b>							
1.	237310	Provide Integral Concrete Color for all Proposed Maintenance Pathways and Cart Paths	1		LS	<del>                    </del>	\$
<b>TOTAL ADDITIVE ALTERNATE C:</b>							<b>\$</b>
<b>TOTAL FOR BASE PROPOSAL PLUS ADDITIVE ALTERNATES A, B AND C</b>							<b>\$</b>

\* Design Element (For City Use)

**PROPOSAL FORMS**

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Total Price For Design-Build Proposal, (Items 1 through 5 Plus Additive Alternate A, Item 1 Plus Additive Alternate B, Item 1, Plus Additive Alternate C, Item 1, inclusive) amount written in words:

\_\_\_\_\_

Design-Builder: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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.

## PROPOSAL FORMS

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### NOTES:

- A. The Contract Price to be used in the selection process as described in Section 14 of the RFP will be determined as checked below by the City based on:
  - The City shall determine the Contract Price based on the Base Proposal plus the following Additive or Deductive Alternate(s): A, B, and C.
- B. After the selection has been made, the City may award the Base Proposal alone or if applicable, for the Base Proposal plus any combination of alternates selected in the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder 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.
- D. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- F. 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.
- G. 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.
- H. 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.
- I. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

**PROPOSAL FORMS**

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACT OR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>®</sup>	WHERE CERTIFIED <sup>®</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____		<div style="border: 1px solid black; padding: 5px; text-align: center;">                     PLEASE TAKE NOTICE                      Requirement to provide subcontractors                      license numbers becomes effective  <b>July 1, 2014</b> </div>					
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.**



**PROPOSAL FORMS**

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

**ADDITIVE/DEDUCTIVE ALTERNATE  
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder’s Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder’s Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. 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.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____		<b>PLEASE TAKE NOTICE</b> Requirement to provide subcontractors license numbers becomes effective <b>July 1, 2014</b>					
	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.**

**PROPOSAL FORMS**

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY**

The **PERCENT VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with the subcontractors listing as specified shall result in the Bid being rejected as non-responsive and ineligible for award. 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 subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____		<div style="border: 1px solid black; padding: 5px;"> <p>PLEASE TAKE NOTICE Requirement to provide subcontractors license numbers becomes effective <b>July 1, 2014</b></p> </div>					
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.**

# PROPOSAL FORMS

## DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement shall result in the bid being rejected as non-responsive and ineligible for award. 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.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED <sup>o</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____		<div style="border: 1px solid black; padding: 5px;"> <p style="margin: 0;">PLEASE TAKE NOTICE Requirement to provide subcontractors license numbers becomes effective <b>July 1, 2014</b></p> </div>					
	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.**

**PROPOSAL FORMS**

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

For credit calculations for City-funded contracts, see Chapter 11 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	SUBCONTRACTOR LICENSE NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	MANUFACTURE, SUPPLIER, NON- SUPPLIER	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____		<div style="border: 1px solid black; padding: 5px;"> <p>PLEASE TAKE NOTICE Requirement to provide subcontractors license numbers becomes effective <b>July 1, 2014</b></p> </div>				
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.**

**PROPOSAL FORMS**

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY**

For credit calculations for City-funded contracts, see Chapter 11 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	SUBCONTRACTOR LICENSE NUMBER	PERCENT VALUE OF MATERIAL OR SUPPLIES	MANUFACTURE, SUPPLIER, NON-SUPPLIER	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____		PLEASE TAKE NOTICE Requirement to provide subcontractors License numbers becomes effective <b>July 1, 2014</b>				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
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Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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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.**

**ATTACHMENT I**  
**DESIGN-BUILD AGREEMENT**

## DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this \_\_\_\_ day of \_\_\_\_, 2014, by and between The City of San Diego [City], a municipal corporation, and **PAL GENERAL ENGINEERING, INC.** [Design-Builder], for the purpose of designing and constructing the **Balboa Park Golf Course - Concrete Improvements Design-Build Contract** (Project) in the amount of **ONE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS AND 00/100 (\$1,486,582.00)**. The City and Design-Builder are referred to herein as the "Parties".

### RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The 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-14-1013-DB1-3-B** 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.

### AGREEMENT

- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012

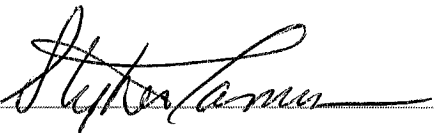
edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.


IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By 

By 

Print Name: \_\_\_\_\_  
Stephen Samara  
Senior Contract Specialist

Print Name: Mark W. Mercer  
Deputy City Attorney

Date: 8/29/14

Date: 9/2/14

CONTRACTOR

By 

Print Name: Marla Jahshan

Title: President

Date: June 20, 2014

City of San Diego License No.: B2008032175

State Contractor's License No.: 916931



**ATTACHMENT J**  
**DESIGN-BUILD AGREEMENT FORMS**

**CONTRACT FORMS ATTACHMENTS**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

PAL General Engineering, Inc., a corporation, as principal, and The Hanover 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 **ONE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS AND 00/100 (\$1,486,582.00)** for the faithful performance of the annexed contract, and in the sum of **ONE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS AND 00/100 (\$1,486,582.00)** for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Balboa Park Golf Course - Concrete Improvements Design-Build Contract**, Bid No. **K-14-1013-DB1-3-B**, 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 1 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.

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 June 23, 2014

Approved as to Form and Legality

PAL General Engineering, Inc.

Principal

By 

Marla Jahshan, President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

The Hanover Insurance Company

Surety

By 

Attorney-in-fact  
Matthew C. Gaynor

Approved:

By 

Stephen Samara  
Senior Contract Specialist

5 Hutton Centre, Suite 1060

Local Address of Surety

Santa Ana, CA 92707

Local Address (City, State) of Surety

(714) 415-3800

Local Telephone No. of Surety

Premium \$ 14,135

Bond No. 1025715

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Matthew C. Gaynor, Kim D. Vasquez, Daniel Frazee and/or David J. Garcia**

of **Santee, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 7th day of **December 2011**.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 7th day of **December 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of June 2014.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

## ACKNOWLEDGMENT

State of California  
County of San Diego)

On June 23, 2014 before me, Kathy Scheuerman, Notary Public  
(insert name and title of the officer)

personally appeared Matthew C. Gaynor,  
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 Kathy Scheuerman (Seal)



## CONTRACTOR CERTIFICATION

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### DRUG-FREE WORKPLACE

PROJECT TITLE: Balboa Park Golf Course - Concrete Improvements 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 the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

PAL General Engineering, 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 e) of the policy as outlined.

Signed



Printed Name Marla Jahshan

Title President

## CONTRACTOR CERTIFICATION

### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Balboa Park Golf Course - Concrete Improvements Design-Build Contract

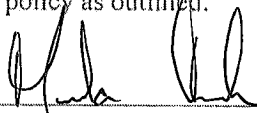
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

PAL General Engineering, Inc.

(Name under which business is conducted)

has in place a 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



Printed Name Marla Jahshan

Title President

## CONTRACTOR CERTIFICATION

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Balboa Park Golf Course - Concrete Improvements Design-Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of PAL General Engineering, Inc., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 20th Day of June, 2014.

Signed



Printed Name Marla Jahshan

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:

**Balboa Park Golf Course - Concrete Improvements Design-Build Contract**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-1013-DB1-3-B**; Sap No. (WBS/IO/CC) **B-11100**; 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:

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**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):

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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

# City of San Diego

## CITY CONTACT

Contract Specialist: Damian Singleton

Email: dsingleton@sandiego.gov

Phone No.: (619) 533-3482, Fax No.: 619-533-3633

TSchmit/BD/egz



## CONTRACT DOCUMENTS

## FOR

### BALBOA PARK GOLF COURSE - CONCRETE IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.:	K-14-1013-DB1-3-B
SAP NO. (WBS/IO/CC):	B-11100
COUNCIL DISTRICT:	3
CLIENT DEPARTMENT:	1714
PROJECT TYPE:	EA

#### PROPOSAL DUE:

12:00 NOON

MAY 6, 2014

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTING GROUP

1010 SECOND AVENUE, 14<sup>TH</sup> FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTACHMENT H SHALL BE SUBMITTED IN ITS ENTIRETY

PROPOSAL

Design-Builder's General Information

To the City of San Diego:

Pursuant to the "Request for Proposal", 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 proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

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

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_

**PROPOSAL FORMS**

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Full Name and Character of partner

\_\_\_\_\_  
\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

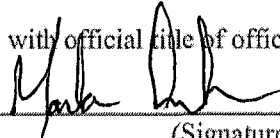
(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted PAL General Engineering, Inc.

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

  
\_\_\_\_\_  
(Signature)

Marla Jahshan  
\_\_\_\_\_  
(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) 5374 Eastgate Mall

(5) City and State San Diego, CA Zip Code 92121

(6) Telephone No. (858) 638-7100 Facsimile No. (858) 638-7102

(7) Email Address estimating@palsd.com

**PROPOSAL FORMS**

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the "Request for Proposal", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A

LICENSE NO. 916931 EXPIRES April 30, 2015

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: estimating@palsd.com

**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  Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

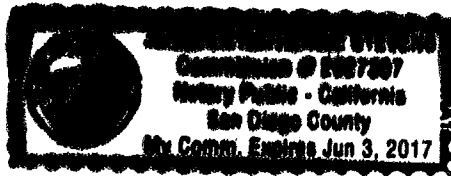
\_\_\_\_\_  
(NOTARIAL SEAL)

*See attached*

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 27th  
Day of May, 2014, by Marla Jahshan

Proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

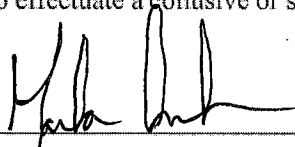
Signature \_\_\_\_\_

PROPOSAL FORMS

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

State of California )  
County of San Diego ) ss.

Marla Jahshan, being first duly sworn, deposes and says that he or she is President of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signed: 

Title: President

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

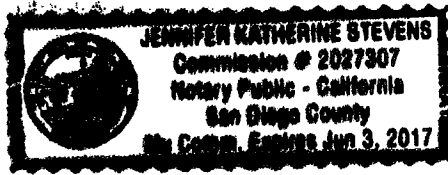
(SEAL)

*See attached*

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 27th  
Day of May, 2014, by Marla Jahshan

Proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Marla Jahshan", written over a horizontal line.



**PROPOSAL FORMS**

**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 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

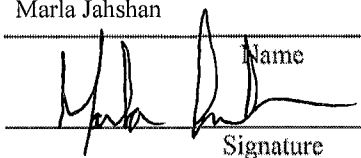
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: PAL General Engineering, Inc.

Certified By Marla Jahshan Title President

  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_

Date May 27, 2014

**USE ADDITIONAL FORMS AS NECESSARY**

**PROPOSAL FORMS**

**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 Name: PAL General Engineering, Inc.	Contact Name: Marla Jahshan
Company Address: 5374 Eastgate Mall	Contact Phone: (858) 638-7100
San Diego, CA 92121	Contact Email: estimating@palsd.com

**CONTRACT INFORMATION**

Contract Title: Balboa Park Golf Course - Concrete Improvements Design-Build	Start Date: TBD
Contract Number (if no number, state location): San Diego, CA	End Date: TBD

**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](http://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.

Marla Jahshan, President

Name/Title of Signatory

Signature

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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rev 02/15/2011

**PROPOSAL FORMS**

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**Design-Build Proposal**

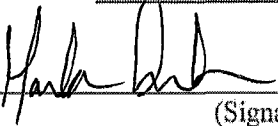
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1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Balboa Park Golf Course - Concrete Improvements 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 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 The 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 The 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: May 27, 2014

The Design-Builder: PAL General Engineering, Inc.

By:   
(Signature)

Title: President

# City of San Diego

CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633

## ADDENDUM "3"



FOR

## BALBOA PARK GOLF COURSE – CONCRETE IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.: K-14-1013-DB1-3-B  
SAP NO. (WBS/IO/CC): B-11100  
COUNCIL DISTRICT: 3  
CLIENT DEPARTMENT: 1714  
PROJECT TYPE: EA

---

**BID DUE DATE:**

**12:00 PM  
MAY 27, 2014  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. ADDENDUM "2"**

1. To Item B, CLARIFICATIONS, page 2, sub-item 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  4. Finish grade next to paths shall be 1" below top of path grades.
2. To Item C, CHANGES TO THE REQUEST FOR PROPOSALS, page 3, sub-item 2, 17.12 Additive/Deductive Alternates and 17.12.1, Attachment H, Proposal Documents, Price Proposal Forms, **DELETE** in their entirety
3. To Item C, CHANGES TO THE REQUEST FOR PROPOSALS, page 5, sub-item 7, Attachment H, Proposal Documents, Price Proposal Forms, pages 7 through 9, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 through 6 of this Addendum.

**C. CLARIFICATIONS**

1. Irrigation as-builts will be available only after the award of the contract.
2. Final cross-slope grades of pathways will be determined in the field during construction.
3. The contractor may work on more than one golf hole at a time. However, the City has committed to closing each hole only during concrete work days. On other days, the intention is to leave golf holes open while the contractor works.

James Nagelvoort, Director  
Public Works Department

Dated: *May 1, 2014*  
San Diego, California

JN/BD/egz

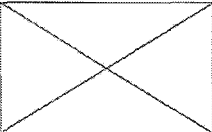

**PROPOSAL DOCUMENTS**

**PRICE PROPOSAL FORMS**

The Bidder agrees to the design and construction of **BALBOA PARK GOLF COURSE - CONCRETE IMPROVEMENTS 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 federally funded contracts and 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 No.	NAICS CODE*	Description	Quantity	D*	Unit	Unit Price	Amount
<b>BASE PROPOSAL</b>							
1.	237310	Bonds (Payment and Performance)	1		LS	<del>                    </del>	\$ 12,000.00
2.	541330	Engineering and Design Services	1	D	LS	<del>                    </del>	\$ 75,217.00
3.	237990	Field Construction	1		LS	<del>                    </del>	\$ 1,053,243.00
4.	541330	Storm Water Pollution Prevention Plan	1		LS	<del>                    </del>	\$ 8,622.00
5.		Contingency - Type II Allowance	1		AL	<del>                    </del>	\$50,000.00
<b>TOTAL BASE PROPOSAL (ITEMS NO 1 THROUGH 5 INCLUSIVE)</b>							\$ 1,209,082.00
<b>ADDITIVE ALTERNATE A</b>							
1.	237310	12' Wide Concrete Maintenance Path	1		LS	<del>                    </del>	166,000.00
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE A</b>							\$ 166,000.00
<b>ADDITIVE ALTERNATE B</b>							
1.	237310	Repair and Slurry Coat Existing Asphalt Areas	1		LS	<del>                    </del>	\$ 8500.00
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE B</b>							\$ 8500.00

**PROPOSAL DOCUMENTS**

Item No.	NAICS CODE*	Description	Quantity	D*	Unit	Unit Price	Amount
<b>ADDITIVE ALTERNATE C</b>							
1.	237310	Provide Integral Concrete Color for all Proposed Maintenance Pathways and Cart Paths	1		LS		\$ 96,600.00
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE C</b>							\$ 96,600.00
<b>ADDITIVE ALTERNATE D</b>							
1.	237310	Provide 10' Wide Concrete Maintenance Pathway through MHPA Area	1		LS		\$ 103,000.00
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE D</b>							\$ 103,000.00
<b>TOTAL FOR BASE BID PLUS ADDITIVE ALTERNATES A, B, C &amp; D</b>							\$1,583,182.00

\* Design Element (For City Use)

Total Price for Design-Build Proposal, (Items 1 through 5, Plus Additive Alternate A, Item 1, Additive Alternate B, Item 1, Additive Alternate C, Item 1, Additive Alternate D, Item 1, inclusive) amount written in words:

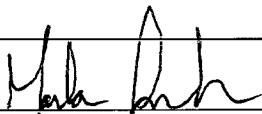
One Million, Five Hundred Eighty Three Thousand, One Hundred Eight Two Dollars and Zero Cents.

**PROPOSAL DOCUMENTS**

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Design-Builder: PAL General Engineering, Inc.

Title: President

Signature: 

---

The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. 1, 2, 3 - acknowledged

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

Marla Jahshan, President

---

Abd Jahshan, Vice President

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**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.



## PROPOSAL DOCUMENTS

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### NOTES:

- A. The Contract Price to be used in the selection process as described in Section 14 of the RFP will be determined by the City based on the Base Proposal plus the following Additive Alternates: A, B and C.
- B. After the selection has been made, the City may award the Base Proposal alone or if applicable, for the Base Proposal plus any combination of alternates selected in the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder 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.
- D. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- F. 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.
- G. 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.
- H. 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.
- I. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

**PROPOSAL FORMS**

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACT OR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Brent Harvey Consulting Address: 23741 Moonglow Ct. City: Ramona State: CA Zip: 92065 Phone: (760) 787-0842	Designer	<b>PLEASE TAKE NOTICE</b> Requirement to provide subcontractors license numbers becomes effective July 1, 2014	Golf Course Irrigation Design	\$16,300.00	SLBE	CITY	N/A
Name: Assurance Golf Consulting Address: P.O. Box 843 City: Murrieta State: CA Zip: 92564 Phone: (951) 830-2879	Constructor		Golf Course Shaper	\$27,000.00	N/A	N/A	N/A
Name: KTU+A Planning Landscape Architecture Address: 3916 Normal Street City: San Diego State: CA Zip: 92103 Phone: (619) 294-4477	Designer		Design Cart Path system and Stairways	\$18,180.00	N/A	N/A	N/A

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.**

**PROPOSAL FORMS**

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**  
**ADDITIVE/DEDUCTIVE ALTERNATE**  
 (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. 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.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>o</sup>	WHERE CERTIFIED <sup>o</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____		PLEASE TAKE NOTICE Requirement to provide subcontractors license numbers becomes effective July 1, 2014		N/A			
	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.**

**PROPOSAL FORMS**

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

For credit calculations for City-funded contracts, see Chapter 11 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	SUBCONTRACTOR LICENSE NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	MANUFACTURE, SUPPLIER, NON-SUPPLIER	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____		PLEASE TAKE NOTICE Requirement to provide subcontractors license numbers becomes effective July 1, 2014		N/A		
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.**



Letter of Authorizing Capacity for Signing Official Documents

Meeting of the Board of Directors

OF

PAL General Engineering, Inc.

A meeting of the board of directors of PAL General Engineering Inc. was held on January 29, 2013, during which a resolution was passed authorizing the following individual(s) to, be his/ her/ their signature(s), enter into any and all contracts on behalf of the corporation and, thereby, bind the corporation to such contract:

Marla Jahshan, President  
Name and Title

Authorized Signature

Abd Jahshan, Vice President  
Name and Title

Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Authorized Signature

Certified by and Corporate Seal affixed hereto by:

\_\_\_\_\_  
Chairman and President

(Seal)

# City of San Diego

CITY CONTACT: Damian Singleton - Contract Specialist, Email: [DSingleton@sandiego.gov](mailto:DSingleton@sandiego.gov)  
Phone No. (619) 533-3482, Fax No. (619) 533-3633

## ADDENDUM "1"

FOR



## BALBOA PARK GOLF COURSE – CONCRETE IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.: \_\_\_\_\_ K-14-1013-DB1-3-B  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-11100  
COUNCIL DISTRICT: \_\_\_\_\_ 3  
CLIENT DEPARTMENT: \_\_\_\_\_ 1714  
PROJECT TYPE: \_\_\_\_\_ EA

---

### **BID DUE DATE:**

**12:00 PM  
MAY 27, 2014  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

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

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

**B. VOLUME 1**

1. To Item 6, page 6, SELECTION AND AWARD SCHEDULE, sub-items 6.2.1. and 6.2.2., **DELETE** in their entirety and **SUBSTITUTE** with the following:

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

**6.2.1.** Pre-Proposal Meeting May 9, 2014

**6.2.2.** Proposal Due Date May 27, 2014

2. To Item 8, page 7, PRE-PROPOSAL ACTIVITIES, Sub-Section 8.2., Pre-Proposal Meeting, sub-item 8.2.1, **DELETE** in its entirety and **SUBSTITUTE** with the following:

NOTE: Contractors who attended the first mandatory Pre-Proposal meeting do not have to attend this meeting.

**8.2.1.** A second **mandatory** Pre-Proposal meeting will be held on **May 9, 2014**, from 10:00 AM to 11:00 AM, at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA, 92101.

James Nagelvoort, Director  
Public Works Department

Dated: *April 24, 2014*  
San Diego, California

JN/BD/lji

# City of San Diego

CITY CONTACT: Damian Singleton - Contract Specialist, Email: [DSingleton@sandiego.gov](mailto:DSingleton@sandiego.gov)  
Phone No. (619) 533-3482, Fax No. (619) 533-3633



## ADDENDUM "2"

FOR

## BALBOA PARK GOLF COURSE – CONCRETE IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.: \_\_\_\_\_ K-14-1013-DB1-3-B  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-11100  
COUNCIL DISTRICT: \_\_\_\_\_ 3  
CLIENT DEPARTMENT: \_\_\_\_\_ 1714  
PROJECT TYPE: \_\_\_\_\_ EA

### **BID DUE DATE:**

**12:00 PM  
MAY 27, 2014  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. CLARIFICATIONS**

1. Additive Alternate A will not be deleted from the scope of work as discussed at the mandatory pre-construction site meeting on April 15, 2014. Please provide a cost proposal for Additive Alternate A.
2. The City shall provide water to the contractor for use during construction via various quick couplers located on site. The contractor shall not be responsible for construction water costs.
3. Small walls shall be painted standard concrete block walls per San Diego Regional Standard Drawings. Paint color and type shall be chosen by Golf staff, two (2) coats, minimum.
4. Finish grade next to paths shall be 2” below top of path grades.
5. Contractor shall provide all finish grading and compaction as required for the pathways. City shall then install sod as necessary.

**C. CHANGES TO THE REQUEST FOR PROPOSALS**

1. To Item 14, Selection Criteria, page 12, Sub-item 14.2, Final Selection (Best Value i.e., Best Design for a Lump Sum Price), **DELETE** in its entirety and **SUBSTITUTE** with the following:

**14.2. Final Selection (Meet Criteria/Low Bid e.g., Lowest Price for the Acceptable Design)**

**14.2.1.** The City will select a Design-Builder that will offer the lowest price for the design and construction of the Project per the scope shown in Attachment ‘A’ and the requirements of this contract. The Project Manager will assemble a team which will utilize the point system described in Attachment ‘B’ to evaluate the acceptability of the Proposals. Only Proposals scored 75 points and higher will be deemed acceptable and considered. The apparent winning Design-Building will then be selected based on the lowest price.

**14.2.2.** The Design-Builder is responsible to demonstrate by submittal of their package that the complete design and construction can be accomplished for the Contract Price. Design-builders will be notified in writing of the City’s final decision.

2. To Item 17, Additional Terms and Conditions, page 16, **ADD** the following:

**17.12. Additive/Deductive Alternates:**

**17.12.1.** The additive/deductive alternate have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Proposal (or RFP for Design-Build contracts). The City reserves the right to award Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).

3. To Attachment A, Project Description, Scope Of Work, Technical Specifications, And Bridging Documents, page 23, Item 2, Scope of Work, A. Design Requirements, Sub-item 15, **DELETE** in its entirety and **SUBSTITUTE** with the following:

15. Design Build Team shall coordinate with Golf Operations staff on turf removal. Golf operations staff reserves the right to remove and reuse sod. In areas where Golf staff will not be removing sod, the Design Build Team shall be responsible for removal and disposal. For bidding purposes, the Design build Team shall assume that ¼ of the total required sod removal for each hole shall be removed by the City and that ¾ of the total required sod removal shall be removed and disposed of by the Design Builder.

4. To Attachment A, Project Description, Scope Of Work, Technical Specifications, And Bridging Documents, page 24, Item 2, Scope of Work, B. Construction Requirements, Sub-item 2, Concrete Cart / Maintenance Paths, Sub-part "e", **DELETE** in its entirety and **SUBSTITUTE** with the following:

e. Concrete shall carry a minimum compressive strength of 3,000 psi and shall include fiber mesh and compacted subgrade to 90%.

5. To Attachment A, Project Description, Scope Of Work, Technical Specifications, And Bridging Documents, page 24, Item 2, Scope of Work, B. Construction Requirements, **ADD** the following:

5. Pathway in MHPA (Multiple Habitat Planning Area) ADDITIVE ALTERNATE D:

a. Construction on this portion of the project shall be completed only during the avian and raptor non-breeding season. Construction shall occur after September 15, 2014 and must be completed by Feb. 1, 2015. No construction shall be allowed outside of this window. It may be necessary for the contractor to complete this portion of the work later in the construction schedule to accommodate this timeframe.

- b. If an active bird nest is found, The City shall be notified immediately. In such a case, construction activities for the project shall comply with all City and regulatory requirements of the federal MBTA and CDFD Codes Sections 3503 and 3513.
  - 1) Section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto.
  - 2) Section 3503.5 states that it is unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto.
  - 3) Section 3513 states that it is unlawful to take or possess any migratory nongame bird as designated in the Migratory Bird Treaty Act or any part of such migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act (MBTA).
- c. Ensure consistency with City MHPA Land Use Adjacency Guidelines by minimizing elevated noise.
- d. A temporary construction fence shall be installed on the east side of the pathway through the entirety of the MHPA area. The fencing shall be installed only within the disturbed pathway areas. No fencing shall be installed within existing sensitive landscape areas.
- e. A temporary silt fence shall be installed on the west side of the pathway through the entirety of the MHPA area. The fencing shall be installed only within the disturbed pathway areas. No fencing shall be installed within existing sensitive landscape areas.
- f. A monitoring biologist shall be onsite during construction fence installation and throughout grading disturbance at the City's discretion to ensure compliance with all conservation measures. The City's biologist will be available for this purpose with 48 hours advance notice.
- g. Pathway shall be 6" thick concrete with mesh reinforcement and shall utilize existing compacted soil as base material.
- h. All existing asphalt shall be removed and disposed of off-site.

- i. The contractor shall hire a civil engineer to complete a drainage study of the pathway and the adjacent MHPA areas to evaluate existing and future drainage patterns as they relate to the walkway. The drainage study shall evaluate the requirement of providing a curb on the east and/or west sides of the walkway to avoid draining into the MHPA areas. Drainage study shall evaluate the effect of existing and future drainage on the existing golf course and make recommendations on how best to address any drainage concerns.
  - j. The City and Golf staff shall have the opportunity to review and comment on the drainage study, prior to any construction.
  - k. For bidding purposes, the contractor shall assume that a 6” curb shall be placed along the entirety of one side of the pathway.
  - l. A heavy broom finish shall be used on the entirety of the pathway.
6. To Attachment A, Project Description, Scope Of Work, Technical Specifications, And Bridging Documents, page 26, Balboa Park 18-Hole Golf Course Cartpath and Stair Improvements, **DELETE** in its entirety and **SUBSTITUTE** with page 6 of this Addendum.
7. To Attachment H, Proposal Documents, Price Proposal Forms, pages 77 through 79, **DELETE** in their entirety and **SUBSTITUTE** with pages 7 through 9 of this Addendum.

James Nagelvoort, Director  
Public Works Department

Dated: *April 29, 2014*  
San Diego, California

JN/BD/egz

**MAP LEGEND**

- - - - - New 8' to 10' Wide Concrete Cart Path
- Remove Existing Asphalt and Replace w/ New 8' to 10' Wide Concrete Cart Path
- ⋯⋯⋯⋯⋯ New 12' Wide Concrete Maintenance Path - ADDITIVE ALTERNATE A
- Remove Existing Asphalt and Replace w/ New 12' Concrete Maintenance Path
- ⋯⋯⋯⋯⋯ New Wall, 3'- 0" Ht. Maximum
- ⋈⋈⋈⋈⋈⋈⋈⋈⋈ 10' Wide Concrete Pathway Through MHPA Area - See Addenda #2 - ADDITIVE ALTERNATE D
- Remove Existing Concrete/Asphalt and Repair Turf Area
- Repair / Slurry Coat of Existing Asphalt Area - ADDITIVE ALTERNATE B
- Remove Existing Asphalt and Add New Concrete Area
- E Construction Entrance
- S Construction Staging Area



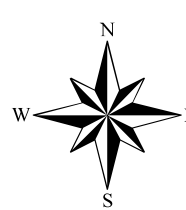
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April 29, 2014

Balboa Park Golf Course - Concrete Improvements Design-Build Contract

**Balboa Park 18-Hole Golf Course  
Cartpath and Stair Improvements**

City of San Diego WBS #: B-11100

  
 Page 6 of 9  
 DATE: 4/23/2014  
 Drawn By: TRS

  
 PUBLIC WORKS DEPARTMENT

0 45 90 180 270 360 Feet  
 DATE: 4/23/2014  
 Drawn By: TRS

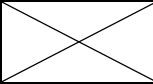
**PROPOSAL DOCUMENTS**

**PRICE PROPOSAL FORMS**

The Bidder agrees to the design and construction of **BALBOA PARK GOLF COURSE - CONCRETE IMPROVEMENTS 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 federally funded contracts and 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 No.	NAICS CODE*	Description	Quantity	D*	Unit	Unit Price	Amount
<b>BASE PROPOSAL</b>							
1.	237310	Bonds (Payment and Performance)	1		LS		\$
2.	541330	Engineering and Design Services	1	D	LS		\$
3.	237990	Field Construction	1		LS		\$
4.	541330	Storm Water Pollution Prevention Plan	1		LS		\$
5.		Contingency - Type II Allowance	1		AL		\$60,000.00
<b>TOTAL BASE PROPOSAL (ITEMS NO 1 THROUGH 5 INCLUSIVE)</b>							\$
<b>ADDITIVE ALTERNATE A</b>							
1.	237310	12' Wide Concrete Maintenance Path	1		LS		\$
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE A</b>							\$
<b>ADDITIVE ALTERNATE B</b>							
1.	237310	Repair and Slurry Coat Existing Asphalt Areas	1		LS		\$
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE B</b>							\$
<b>ADDITIVE ALTERNATE C</b>							
1.	237310	Provide Integral Concrete Color for all Proposed Maintenance Pathways and Cart Paths	1		LS		\$
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE C</b>							\$

**PROPOSAL DOCUMENTS**

<b>Item No.</b>	<b>NAICS CODE*</b>	<b>Description</b>	<b>Quantity</b>	<b>D*</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>ADDITIVE ALTERNATE D</b>							
1.	237310	Provide 10' Wide Concrete Maintenance Pathway through MHPA Area	1		LS		\$
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE D</b>							<b>\$</b>
<b>TOTAL FOR BASE PROPOSAL PLUS ADDITIVE ALTERNATES A, B, C &amp; D</b>							<b>\$</b>

\* Design Element (For City Use)

Total Price for Design-Build Proposal, (Items 1 through 5, Plus Additive Alternate A, Item 1, Plus Additive Alternate B, Item 1, Plus Additive Alternate C, Item 1, Plus Additive Alternate D, Item 1, inclusive) amount written in words:

Design-Builder: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**.

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**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.

## PROPOSAL DOCUMENTS

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### NOTES:

- A. The Contract Price to be used in the selection process as described in Section 14 of the RFP will be determined as checked below by the City based on:
- The City shall determine the Contract Price based on the Base Proposal plus the following Additive Alternate(s): A, B, C and D.
- B. After the selection has been made, the City may award the Base Proposal alone or if applicable, for the Base Proposal plus any combination of alternates selected in the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder 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.
- D. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- F. 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.
- G. 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.
- H. 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.
- I. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.



# City of San Diego

CITY CONTACT: Damian Singleton, Contract Specialist, Email: [Dsingleton@sandiego.gov](mailto:Dsingleton@sandiego.gov)  
Phone No. (619) 533-3482, Fax No. (619) 533-3633



## ADDENDUM “3”

FOR

## BALBOA PARK GOLF COURSE – CONCRETE IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.: K-14-1013-DB1-3-B  
SAP NO. (WBS/IO/CC): B-11100  
COUNCIL DISTRICT: 3  
CLIENT DEPARTMENT: 1714  
PROJECT TYPE: EA

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### **BID DUE DATE:**

**12:00 PM  
MAY 27, 2014  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. ADDENDUM “2”**

1. To Item B, CLARIFICATIONS, page 2, sub-item 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  4. Finish grade next to paths shall be 1” below top of path grades.
2. To Item C, CHANGES TO THE REQUEST FOR PROPOSALS, page 3, sub-item 2, 17.12 Additive/Deductive Alternates and 17.12.1, Attachment H, Proposal Documents, Price Proposal Forms, **DELETE** in their entirety
3. To Item C, CHANGES TO THE REQUEST FOR PROPOSALS, page 5, sub-item 7, Attachment H, Proposal Documents, Price Proposal Forms, pages 7 through 9, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 through 6 of this Addendum.

**C. CLARIFICATIONS**

1. Irrigation as-builts will be available only after the award of the contract.
2. Final cross-slope grades of pathways will be determined in the field during construction.
3. The contractor may work on more than one golf hole at a time. However, the City has committed to closing each hole only during concrete work days. On other days, the intention is to leave golf holes open while the contractor works.

James Nagelvoort, Director  
Public Works Department

Dated: *May 1, 2014*  
San Diego, California

JN/BD/egz

**PROPOSAL DOCUMENTS**

**PRICE PROPOSAL FORMS**

The Bidder agrees to the design and construction of **BALBOA PARK GOLF COURSE - CONCRETE IMPROVEMENTS 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 federally funded contracts and 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:

<b>Item No.</b>	<b>NAICS CODE*</b>	<b>Description</b>	<b>Quantity</b>	<b>D*</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>BASE PROPOSAL</b>							
1.	237310	Bonds (Payment and Performance)	1		LS	<del>                    </del>	\$
2.	541330	Engineering and Design Services	1	D	LS	<del>                    </del>	\$
3.	237990	Field Construction	1		LS	<del>                    </del>	\$
4.	541330	Storm Water Pollution Prevention Plan	1		LS	<del>                    </del>	\$
5.		Contingency - Type II Allowance	1		AL	<del>                    </del>	\$60,000.00
<b>TOTAL BASE PROPOSAL (ITEMS NO 1 THROUGH 5 INCLUSIVE)</b>							\$
<b>ADDITIVE ALTERNATE A</b>							
1.	237310	12' Wide Concrete Maintenance Path	1		LS	<del>                    </del>	
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE A</b>							\$
<b>ADDITIVE ALTERNATE B</b>							
1.	237310	Repair and Slurry Coat Existing Asphalt Areas	1		LS	<del>                    </del>	\$
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE B</b>							\$

**PROPOSAL DOCUMENTS**

<b>Item No.</b>	<b>NAICS CODE*</b>	<b>Description</b>	<b>Quantity</b>	<b>D*</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>ADDITIVE ALTERNATE C</b>							
1.	237310	Provide Integral Concrete Color for all Proposed Maintenance Pathways and Cart Paths	1		LS	<del>                    </del>	\$
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE C</b>							<b>\$</b>
<b>ADDITIVE ALTERNATE D</b>							
1.	237310	Provide 10' Wide Concrete Maintenance Pathway through MHPA Area	1		LS	<del>                    </del>	\$
<b>ESTIMATED TOTAL FOR ADDITIVE ALTERNATE D</b>							<b>\$</b>
<b>TOTAL FOR BASE BID PLUS ADDITIVE ALTERNATES A, B, C &amp; D</b>							<b>\$</b>

\* Design Element (For City Use)

Total Price for Design-Build Proposal, (Items 1 through 5, Plus Additive Alternate A, Item 1, Additive Alternate B, Item 1, Additive Alternate C, Item 1, Additive Alternate D, Item 1, inclusive) amount written in words:

**PROPOSAL DOCUMENTS**

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Design-Builder: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**.

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

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**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.

## PROPOSAL DOCUMENTS

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### NOTES:

- A. The Contract Price to be used in the selection process as described in Section 14 of the RFP will be determined by the City based on the Base Proposal plus the following Additive Alternates: A, B and C.
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