

City of San Diego

ORIGINAL

CITY CONTACT

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REQUEST FOR PROPOSAL (RFP)

FOR

Mira Mesa Community Park - Expansion Phase I
Design - Build Contract

RFP NO.:	K-15-1235-DB1-3
SAP NO. (WBS/IO/CC):	S-00667
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	6
PROJECT TYPE:	GA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON

DECEMBER 23, 2014

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th 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) solicitation process to acquire Design-Build services for the **Mira Mesa Community Park - Expansion Phase I Design-Build Contract** Design-Build project.
- 1.2. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, 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 the requirements of the RFP may be cause for disqualification.
- 1.3. Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- 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 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. Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, 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	11.5%
2.	ELBE participation	31.7%
3.	Total mandatory participation	43.2%

2.3.2. The Design-Builder's are strongly encouraged 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. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR,
2. Proposer's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), 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 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 Value including stipulations is **\$12,400,000.00**

4. **CONTRACT TIME**

4.1. The Project shall be completed within **380 Working Days** from the Notice To Proceed (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 this requirement may result in:

5.1.1. The rejection of the Proposal.

5.2. The Design-Builder must possess a Class "A" California State Contractor's license.

5.3. 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 Contracts, Pre-Qualification Program, 1010 Second Avenue, 14th 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@sandiego.gov for additional information about the Pre-Qualification Program.

5.3.3. Prequalification materials shall be received at the above address no later than 2 weeks prior to the Proposal due date.

5.3.4. Design-Builders shall have prequalification clearance **by the Proposal due date and time.**

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	November 24, 2014
6.2.2. Proposal Due Date	December 23, 2014
6.2.3. Selection and Notification	January 20, 2015
6.2.4. Limited Notice to Proceed	March 10, 2015

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 this RFP shall be presented in writing to the Contract Specialist at the e-mail address identified on the cover sheet of this 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 to this RFP considered by the City to be necessary or material will be issued by Addenda.
- 8.1.5. The City, at its sole option, may respond via addendum to any or all submitted questions. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 8.1.6. Changes made to the RFP through Addendum are effective as though originally issued with the RFP. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

8.2. **Pre-Proposal Meeting**

- 8.2.1. A Pre-Proposal meeting will be held on **November 24, 2014**, from 10:00 AM to 11:00 AM, at 1010 Second Avenue, 14th Floor, San Diego, CA, 92101.
- 8.2.2. All Design-Builders are **encouraged** to attend. Any materials distributed at the meeting will also be issued 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 Contracts at (619) 533-3450 at least 7days prior to the Pre-Proposal Conference to ensure availability.

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

8.3. Revision to the RFP

The City reserves the right to revise this 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 Public Works Contracts.

9.2. The Design-Builders shall carefully examine 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. Once a proposal has been accepted by the City and the award has been made, 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 the City's written consent to the change(s) prior to affecting them. In no event shall the 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 may 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 100 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 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 signed 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 the criteria by which the proposals will be evaluated.

13.3.5. In case of discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the “Total Design-Build Proposal” line item in the event of any discrepancies.

13.3.6. The EOC information (e.g. Subcontractors and Suppliers listings) 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.** The Price Proposal shall be made only on 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. It is not necessary to submit the entire specifications section with proposal package. Proposals and other required forms and documents shall be enclosed in a sealed envelope and shall bear the title of the project, the name of the Design-Builder and the appropriate State Contractors License designation which the Design-Builder holds.
- 13.4.1.4.** Proposals may be withdrawn by the Design-Builder prior to, but not after, any of the Proposals received by the City have been opened.
- 13.4.1.5.** 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.
- 13.4.1.6.** 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, ten (10) 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")
and 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 due-date may be cause for rejection of the entire Proposal and disqualification of the Design-Builder from the 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”
and 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 AND SCORING

- 14.1. An evaluation Panel (Panel) comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board, etc.
- 14.2. Proposals will be ranked according to the selection criteria set forth in Attachment G, Proposal Submittal Requirements and Selection Criteria.
- 14.3. The Panel will review all proposals received and, when applicable, interview each Design-Builder in accordance with this RFP.
- 14.4. Based upon the review of the Design-Builders’ Proposals and Presentations (when applicable) the Panel will rank the Design-Builders in accordance with the project evaluation criteria set forth in Attachment G of this RFP.
- 14.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders’ price envelopes will be opened and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders’ cumulative scores.

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

- 14.6.1.** 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.
- 14.6.2.** The Panel will evaluate the proposals according to 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.
- 14.6.3.** 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.
- 15.2.** The City will announce in writing the selected Design-Builder via correspondence to all participants indicating the evaluation results. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder 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 selected Design-Builder.
- 15.3.** To obtain the price Proposal results, attend the Public Ranking (if applicable), view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

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.** The Mayor or designee will make the final recommendation of the selected Design-Builder to the City Council. 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 the Contract 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 in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, Supplier, or Subcontractor identified in its

Proposal without written consent of the City. The City's consent will not be unreasonably withheld.

- 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 may 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-Builder's attention is directed to Standard Specification for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall 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. Prevailing Wage Rates.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively

exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

17.8.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

17.8.2. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

17.8.3. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

17.8.4. Penalties for Violations. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

17.8.5. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Design-Builder shall require its subcontractors to also comply with section 1776. Design-Builder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Design-Builder is responsible for ensuring its subcontractors submit certified payroll records to the City.

17.8.6. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment

and wages of apprentices. Contractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

17.8.7. Working Hours. Contractor and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

17.8.8. Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

17.8.9. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Design-Builder certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

17.8.10. Labor Compliance Program. The City has its own Labor Compliance Program as authorized by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.

17.9. Reference Standards:

17.9.1. 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

Title	Edition	Document Number
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: http://www.sandiego.gov/publicworks/edocref/index.shtml		

18. PHASED FUNDING

See Attachment B

19. REQUIRED DOCUMENT SCHEDULE AND FORMS

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

19.1.1. The 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.

19.1.2. 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>

REQUIRED DOCUMENT SCHEDULE					
ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
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		√

REQUIRED DOCUMENT SCHEDULE

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
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 AA25 - Design-Build Named Equipment/Material Supplier List		√
8.	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.		
9.	WITHIN 3 WORKING DAYS OF PROPOSAL DUE DATE WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available		
10.	WITHIN 3 WORKING DAYS OF PROPOSAL DUE DATE WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE-ELBE Good Faith Documentation		
11.	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 -		

REQUIRED DOCUMENT SCHEDULE

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
12.	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"> • Joint Venture Agreement • Joint Venture License 		
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms - Agreement		
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms – Performance Bonds and Labor and Materialmen’s Bond		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Certificates of Insurance and Endorsements		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - Drug-Free Workplace		
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - American with Disabilities Act		
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractors Standards - Pledge of Compliance		

REQUIRED DOCUMENT SCHEDULE

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Phased Funding Schedule Agreement (when required)		
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Pre-Award Schedule (Phased Funded Contracts Only)		
21.	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

PARK & RECREATION DEPARTMENT

Project Background

Mira Mesa Community Park is an existing Park and Recreation Department facility located at 8575 New Salem Street in the Mira Mesa community of San Diego. The park is sited on approximately 18.8 acres and facilities include a recreation center/gymnasium, outdoor basketball courts, tot lots, multi-purpose fields, a teen center, a senior center and passive recreation space.

The City acquired the former Carroll Elementary School site, which is located across New Salem Street from Mira Mesa Community Park, from the San Diego Unified School District. The approximately 10.8 acre Carroll School site is leased from the City by Mira Mesa West Little League (MMWLL) which over time has developed five youth baseball fields.

In 2005, the City prepared a General Development Plan (GDP) for improving Mira Mesa Community Park. The GDP included:

- Expanding the park onto the Carroll School site by constructing four baseball fields to City multi-purpose use standards including soccer field overlays, as well as constructing a tot lot, a concessions/restroom/storage building, a pedestrian trail loop and general passive use/picnicking facilities.
- Improving the existing park by constructing a new gymnasium, aquatics center, swimming pools, and a skate park, as well as renovation of the existing tot lots.
- Improving New Salem and Westmore Streets by incorporating traffic calming methods to reduce traffic speed and increase pedestrian safety, and development of additional on-street parking.

Due to funding constraints, the GDP proposed improvements were divided into three phases. This project constructs Phase I.

- Phase I – Development of the Carroll School site and construction of the New Salem and Westmore Streets street improvements. See Project Phasing Statement Below.
- Phase II – Construction of the aquatics center and pools, skate park and tot lot renovation.
- Phase III – Construction of the new gymnasium.

General Scope of Work

Design, obtain permits and construct Mira Mesa Community Park Phase I Expansion as indicated in these documents and the 30% Bridging Document (Bridging Document) drawings. Maintain the improvements through the establishment period until final acceptance by the City. In order to comply with the current 2007 Storm Water Municipal Permit that expires at the end of 2015, demolition operations must commence no later than October 31, 2015. There will be no stoppage of construction operations allowed once demolition has commenced.

Project Phasing Statement

Mira Mesa Community Park Phase 1 Expansion will be phase funded. Phase 1A is currently funded at \$9,000,000. Phase 1B is anticipated to receive \$3,400,000 in funding in Fiscal Year 2016 (September 2015), before construction of Phase 1A begins. The entire project shall be designed, approved and permitted in its entirety. All designs shall anticipate phased construction. The Design-Builder shall submit a phased cost proposal and phasing plan that clearly identifies the elements and costs of the overall design that are proposed for phase 1A and those that are proposed for Phase 1B. The cost proposal and phasing plan shall provide the best value and the most improvements in Phase 1A, while minimizing disruption of Phase 1A when Phase 1B is constructed.

Phase 1A must be designed and constructed so that in case Phase 1B is not awarded, it will be a complete project that can be accepted and opened for public use. As such, the following park elements are required to be included in Phase 1A:

- Westmore Road street, utility and water quality improvements.
- Westmore Road off-street parking lot and improvements including trash enclosure, lighting, landscaping and irrigation.
- All baseball and multipurpose field improvements including backstops, dugouts, fencing, bleachers, irrigation and landscaping.
- Concessions/restroom/storage building and all related utilities.
- All hardscape shown north of the north New Salem Street right-of-way line
- Baseball net barrier, sheets LC-1 and LC-2, keynote #36.
- Site lighting.
- All passive recreation amenities shown north of New Salem Street including but not limited to decomposed granite paths, picnic tables and pads, benches, trash and recycle receptacles and bicycle racks.

Project elements that are desirable, but not required to be in Phase 1A include:

- New Salem Street utility, street and water quality improvements including landscaping and irrigation.
- Playground equipment and safety surfacing, sheet LC-2, keynote #25.
- Playground shade structure, sheet LC-2, keynote #26.
- Plaza shade structure, sheet LC-1 and LC-2, keynote #27.
- Bleacher shade structures, sheet LC-4, keynote #32.
- Entry monument signs, sheets LC-1 and LC-3, keynote #21.
- Recognition wall, sheet LC-3, keynote #47.

If all project scope can be afforded, consider Desired Project Upgrades.

- Sod all turf areas
- Expand/enhance children's play area (separate 2-5 year play area, shade, upgraded resilient surfacing, etc.)

Detailed Scope of Work

General

1. The overall layout of the site plan developed in the Bridging Documents shall be preserved. Only minor changes to the site plan will be allowed. All changes are subject to review and approval by the City. Note that while every effort has been made to design the Bridging Documents to current standards, the Bridging Documents are conceptual in nature and the Design-Builder is responsible for verifying site conditions and designing and constructing improvements to meet all applicable codes and standards.
2. Provide all required submittals and obtain all required Development Services Department (DSD) reviews, approvals, permits and inspections. Provide all hard copy prints or digital files, as requested by the reviewing agency, for submittal and review.
3. The bridging document plans and the 2007 restroom/concessions building drawings (Architectural Package 2007) are considered to be an approximately 30 percent complete design package. The Design-Builder will prepare a complete drawing package and CSI format technical specifications for review, approval, permitting and construction. The Design-Builder will submit the construction document package for plan check review at the 60 percent, 90 percent and 100 percent stages.
4. Copies of previous designs, construction documents, specifications or other information included in this package is for general reference only. The Design-Build Team is responsible for providing complete and accurate designs based upon current site and regulatory conditions.
5. The City's Project Manager is representing the Owner. The Design-Builder shall coordinate with the Project Manager during all phases of the project and will provide submittals of plans, specifications, estimates, reports, schedules and submittals as directed by the Project Manager for Citywide plan review and comment twice during the design phase. The City's Project Manager will obtain comments and forward to the Design-Builder for plan revision. For schedule development, assume the city review period is one month for each submittal.
6. The limit of work shown on the drawings is approximate only. Grading, utility or other construction work may be necessary outside the limit of work.

All work shall be completed in accordance with the following standards:

Design and draft in an approved electronic CADD format, all improvements in accordance with referenced documents including but not limited to the latest editions of:

- Federal ADA requirements.
- California Title 24 requirements.
- City of San Diego *Consultant's Guide to Park Design & Development*.

- City of San Diego *Consultant Standards for PS&E*.
- City of San Diego *City-wide CADD and Drafting Standards*.
- *Standard Specifications for Public Works Construction* (Greenbook) with City of San Diego *Standard Specifications for Public Works Construction Supplement* (Whitebook).
- City of San Diego Street Design Manual.
- City of San Diego Drainage Design Manual.
- City of San Diego Facilities Maintenance Guidelines Memo.
- City of San Diego Low Impact Development Design Manual.
- City of San Diego Standard Drawings.
- The City of San Diego Storm Water Standards, January 20, 2012.
- Other applicable documents.

The following technical studies are provided for information and reference only.

The following reference documents are available for download at:
<ftp://ftp.sannet.gov/OUT/Mira%20Mesa%20Community%20Park%20Expansion/>

1. Geotechnical Investigation Carroll School Neighborhood Park/ Mira Mesa Community Park Expansion, dated February 10, 2006, prepared by Geocon Incorporated
2. Percolation Test Program memo, dated May 20, 2014, from Allied Geotechnical Engineers, Inc.
3. Preliminary Hydrology Report for Mira Mesa/Carroll Canyon Park, dated December 9, 2004.
4. Drainage Study Addendum #1 for Mira Mesa Park Expansion, dated July 21, 2014, prepared by Rick Engineering Company
5. Water Quality Technical Report and Hydromodification Management Plan for Mira Mesa Park Expansion, dated July 21, 2014, prepared by Rick Engineering Company
6. Mira Mesa Community Park Expansion – Phase I, Bridging Document Plans, October 20, 2014
7. Restroom/Concession Building Plans (Architectural Package 2007)
8. Preliminary SDG&E Coordination, 2006
9. Mira Mesa Community Park, Survey Sheets, 2003
10. Facilities Maintenance Construction Standards and Specifications, February 12, 2014
11. Mira Mesa Community Park - Revised Final Mitigated Negative Declaration, September 2, 2014

12. Mira Mesa Community Park - Certified Mitigated Negative Declaration, September 8, 2014

13. Mira Mesa Community Park – Notice of Right to Appeal Environmental Determination, September 8, 2014

Demolition

1. Demolition shall comply with the Construction and Demolition Ordinance and meet the requirements of Council Policy 900-06, Solid Waste Recycling.
2. The Design-Builder is responsible for determining the extent of demolition required to construct the project per the plans and specifications. Refer to the Bridging Documents for plans showing the general site conditions when surveyed by the City in 2003, including 2007 additions of utility record drawing and utility mark-out information. Utilities shown are for informational purposes only and have not been verified.
3. The Design-Builder will coordinate with the City Project Manager to determine what, if any, existing improvements, furnishings or equipment belonging to the Mira Mesa West Little League (MMWLL) shall be salvaged and turned over to MMWLL.

Geotechnical

1. All Geotechnical investigations, reports and recommendations are the responsibility of the Design-Builder. *Geotechnical Investigation – Carroll School Neighborhood Park/ Mira Mesa Community Park Expansion*, dated February 10, 2006, prepared by Geocon, Inc. and *Percolation Test Program – Mira Mesa Community Park Expansion* memo dated May 20, 2014 prepared by Allied Geotechnical Engineers, Inc. are provided for reference only.

Civil

1. The general grading and drainage concept developed in the Bridging Documents and the *Water Quality Technical Report and Hydromodification Management Plan for Mira Mesa Park Expansion* (WQTR), dated July 21, 2014, prepared by Rick Engineering Company, shall be preserved. Only minor changes to the grading and drainage design will be allowed. All changes are subject to review and approval by the City.
2. All grading, public improvements and storm water improvements including all work in the right of way will be reviewed by city staff. This review will be coordinated by the City Project Manager. See Above, Detailed Scope of Work, General, Item 5.

A. Grading

- a. The design intent of the project for the on-site drainage is to drain the park site from east to west and to treat the storm water in biofiltration basins and permeable pavers prior to draining off-site.
- b. The design intent for New Salem Street drainage is to maintain similar drainage patterns as the existing drainage conditions, but to direct storm water to biofiltration basins prior to draining into the storm drain system.

- c. The design intent for Westmore Road is to maintain similar drainage patterns as the existing drainage conditions, but to direct storm water to permeable pavers prior to draining into the storm drain system.
- d. Grade perimeter areas to drain away from structures.
- e. The Design-Builder is expected to conduct its own geotechnical investigations and perform grading compaction and operations as recommended by the geotechnical engineer.

B. Improvements

- a. Pavement sections within public streets shall be per SDG-133, Schedule J.
- b. Thickness of concrete paving shall be per SDG-133, Schedule J.
- c. Thickness of the permeable paver system shall be sized based on the manufacturer's specifications and the volume-based design provided in the WQTR, pursuant to the *City of San Diego Storm Water Standards*, dated January 20, 2012.
- d. Design-Builder shall slurry seal the full-width of public streets within the limits of project to blend existing pavements with new pavements. Cracks greater than 1/8" wide shall be repaired prior to slurry seal. See also Supplementary Special Provisions, Section 203-15 Rubber Polymer Modified Slurry (RPMS).

C. Utilities

- a. The utility information provided is based on available information. The underground utility locations may be approximate; there may be utilities present not indicated in the proposal documents. The Design-Builder is responsible for verification and providing an accurate site survey and determining existing utility information and condition prior to final design submittal. The Design-Builder will need to verify horizontal and vertical locations of utilities within the construction area.
- b. Proposed utility service sizes are for informational purposes. It will be the responsibility of the Design-Builder to confirm service sizes during final design of the facilities.
- c. Design-Builder shall coordinate prior to the commencement of work with all utility providers, the Project Manager and City staff for relocation, removal or connection of utilities.
- d. Design new and relocated dry utility infrastructure in conformance with the utility provider design criteria and coordinate final design and approval with SDG&E, AT&T and other utility companies as needed. Obtain all necessary reviews, approvals and permits. Refer to previous preliminary SDG&E coordination drawings. These drawings are for reference only and may not reflect current site conditions or utility design requirements.

- e. Provide new or relocated existing street lights as necessary to meet current city street lighting requirements.
- f. Design-Builder is responsible for all coordination with utilities. Fees paid to utility companies are to be paid by the Design-Builder and reimbursed from City Contingency allowance. See also Supplementary Special Provisions, Section 7-5 Permits, Fees, Notices. All other costs for utility coordination are the responsibility of the Design-Builder.

D. Storm Water Management

- a. The general concept of the Drainage Study developed in the Bridging Documents shall be preserved. The Drainage Study Bridging Documents include the *Preliminary Hydrology Report for Mira Mesa/Carroll Canyon Park*, dated December 9, 2004, prepared by Burkett & Wong, and the *Drainage Study Addendum #1 for Mira Mesa Park Expansion*, dated July 21, 2014, prepared by Rick Engineering Company. The design intent is to maintain similar drainage patterns from existing to proposed conditions, ensure no adverse impacts to downstream facilities, and comply with the City of San Diego *Drainage Design Manual*.

At a minimum, the Design-Builder will need to provide an addendum to the drainage study to identify any design changes, accept the findings of the prior studies, and certify that the final construction plans and studies comply with the applicable drainage criteria.

- b. The general concept for water quality and Low Impact Development (LID) identified in the Bridging Documents shall be preserved. Refer to the *Water Quality Technical Report and Hydromodification Management Plan for Mira Mesa Park Expansion*, dated July 21, 2014, prepared by Rick Engineering Company. The design intent is to comply with the *2007 Municipal Storm Water Permit* and the City of San Diego *Storm Water Standards*, dated January 20, 2012 using LID-based Treatment Control BMPs (TC-BMPs) to provide treatment of storm water runoff from impervious surfaces.
- c. Treatment shall specifically be provided using biofiltration for the majority of the project, use of permeable pavers for the angled parking along Westmore Road, and a vegetated buffer strip for a small section of sidewalk along the south end of New Salem Street.

At a minimum, the engineer of work will need to provide an addendum to the drainage study to identify any design changes, accept the findings of the prior studies, and certify that the final construction plans and studies comply with the applicable Water Quality criteria.

- d. The general concept for the Hydromodification Management Plan (HMP) compliance developed in the Bridging Documents shall be preserved. Refer to the *Water Quality Technical Report and Hydromodification Management Plan for Mira Mesa Park Expansion*, dated July 21, 2014, prepared by Rick Engineering Company. The design intent is to comply with HMP requirements provided in the

City of San Diego *Storm Water Standards*, dated January 20, 2012, and the County of San Diego *Final HMP*, dated March 2011.

- e. Compliance shall specifically be provided using the storage volume associated with the biofiltration basins, including a portion of the surface ponding depth, voids within the bioretention soil, and voids within the permeable base layer. An end cap and low flow orifice is provided at the end of the underdrain system where it connects into a drainage structure.

At a minimum, the engineer of work will need to provide an addendum to the drainage study to identify any design changes, accept the findings of the prior studies, and certify that the final construction plans and studies comply with the applicable HMP criteria.

Storm Water Pollution Prevention Plan (SWPPP) Design-Builder shall provide a Qualified SWPPP Developer (QSD) to prepare a SWPPP in conformance with the State of California 2009 Construction General Permit and City of San Diego requirements.

Design-Builder shall provide **Qualified SWPPP Practitioner (QSP)** to implement the SWPPP and erosion control measures in accordance with the State of California 2009 Construction General Permit and City of San Diego requirements.

Architecture

1. The overall building design and materials developed in the Bridging Documents shall be preserved. Only minor changes to the building design will be allowed. All changes are subject to review and approval by the City. Refer to MMCP Architectural Package for the architectural, structural and MEP package developed in 2007 for the restroom/concessions building. Update the building design to meet current building codes, the *Consultant's Guide*, the *Facilities Maintenance Guide* and other appropriate reference documents.
2. Provide all required submittals and obtain all required DSD Building Review Division approvals, permits and inspections. Required permits may include but are not limited to building, electrical, and plumbing/mechanical. All DSD plan check and permit fees will be paid by the Design-Builder and reimbursed from City Contingency allowance. See also Supplementary Special Provisions, Section 7-5 Permits, Fees, Notices.

Mechanical Electrical Plumbing (MEP)

1. Coordinate new and relocate existing dry utility infrastructure in conformance with the appropriate utility design criteria and coordinate final design and approval with SDG&E, AT&T and other utility companies as necessary. See reference document for the architectural, structural and MEP package developed in 2007 for the restroom/concessions building. Update the building design to meet current building codes, the *Consultant's Guide*, the *Facilities Maintenance Guide* and other appropriate reference documents.

2. For restroom/concessions building, provide all required submittals and obtain all required DSD reviews, approvals, permits and inspections. Required permits may include but are not limited to electrical and plumbing/mechanical.
3. The restroom/concessions building will have an automatic fire sprinkler system.
4. Connect roof gutter downspouts to the storm drain system. Do not drain gutters to the pavement or landscape.
5. The restroom/concessions building electrical system will also provide power and control for the site lighting, irrigation controller(s), irrigation booster pump(s) and future scoreboard and batting cage electrical requirements.
6. The electrical supply and control for the New Salem Street traffic table warning light system will be accommodated within the public right-of-way.

Lighting

a. General

1. Provide all required submittals and obtain all required DSD reviews, approvals, permits and inspections. Required permits may include but are not limited to electrical.
2. All poles shall be square, straight aluminum, anchor base type with dark bronze, powder-coat finish.
3. All luminaires shall be rectilinear shape, LED type, full cutoff (U0) with Distribution Types II, III or V as appropriate to the application with dark bronze powder-coat finish.
4. Provide calculations to show compliance with light level requirements. Use a light loss factor (LLF) of 0.85 for calculations.
5. Trees to be considered in calculations.
6. Provide light pole pad in turf areas per SDL-105.

b. Pathway Lighting

1. Provide 14'-0" tall pole/luminaire with appropriate distribution to provide a minimum maintained level of 0.5fc on the full walkway surface with uniformity not to exceed 6:1.
2. Spacing to be determined by calculation results.

c. Plaza Lighting

1. Provide 14'-0" tall pole/luminaires with a symmetrical distribution to provide a minimum maintained level of 0.2fc within the area designated with uniformity not to exceed 6:1.
2. Location and spacing to be determined by calculation results.

d. Parking Lot Lighting

1. Provide 20'-0" tall pole/luminaires with appropriate distribution to provide a minimum maintained level of 0.5fc within the full parking area and entry drives with a uniformity not to exceed 6:1.
2. Location and spacing to be determined by calculation results.

e. Building Lighting

1. Provide exterior wall mount light fixtures to illuminate the area surrounding the building to the greatest extent practicable. Incorporate building lighting into the calculations for walkway and plaza lighting, minimizing the need for pole mounted fixtures.

Landscape

1. The general landscape concept developed in the Bridging Documents shall be preserved. Only minor changes to the landscape design will be allowed. All changes are subject to review and approval by the City.
2. Due to the poor growing and drainage characteristics of the native soil and the significant amount of cobble in the soil, all turf areas will be excavated a minimum of 12 inches and replaced with Class A topsoil as defined in the Whitebook specifications. Provide an agricultural suitability soil test of the proposed Class A topsoil and amend per test results.
3. Landscape areas shall be free of all rocks 1 inch in diameter or larger. All rocks 1 inch in diameter or larger exposed during construction operations shall be properly disposed of off-site.
4. Landscape soil percolation tests are required. Immediately following rough grading operation, identify a typical location for the two largest trees, one in a cut condition and one in a fill condition, and excavate the two pits per the project details. Fill the pits with water to a depth of 12 inches. The length of time required for the water to percolate into the soil, leaving each pit empty, shall be measured and documented by the Resident Engineer and verified by the project Landscape Architect. Within six hours of the time the water has drained from the pits, the Design-Builder, with the Resident Engineer present, shall again fill the pits with water to a depth of 12 inches. If the water does not completely percolate into the soil within 9 hours, the Landscape Architect and the Resident Engineer will determine what type of drainage system will be required for each tree being planted.
5. For the bioretention facilities, an appropriate bioretention soil mix (BSM) shall be used, based on 65% sand, 20% sandy loam, and 15% compost (by volume), pursuant to the BSM specifications, see Supplementary Special Provisions, Section 212-4 Bioretention Soil Media. An alternative BSM may be submitted for consideration. However, all changes are subject to review and approval by the City.
6. The plant palette implemented within the bioretention facilities shall be appropriate for the unique soil conditions, including extended periods of inundation and drought.

7. Shade structures shall be designed and fabricated by a company whose primary business is the design and fabrication of fabric shade structures. Designs shall include stamped and signed structural calculations and details.

Irrigation

1. Provide all required submittals and obtain all required DSD reviews, approvals, permits and inspections. Required permits may include but are not limited to electrical and plumbing.
2. The irrigation system shall be designed and constructed for future recycled water service.
 - a. All materials and installation methods shall comply with City of San Diego, County of San Diego and State of California requirements for the use of recycled water.
 - b. Install the recycled water irrigation system in conformance with the Consultant's Guide and the Standard Drawings. Installation of recycled water warning signs and controller cabinet warning stickers are not a part of this work and will be installed by others when recycled water is provided to the site.
 - c. Submit and obtain written approval of the recycled water plans from the County of San Diego Department of Environmental Health and the City of San Diego Water Department.
3. Design the irrigation system utilizing current water conservation standards and equipment. The design and installation shall comply with the City's Water Efficient Landscape ordinance.
4. Provide a minimum coverage overlap of 10 percent for turf areas where head spacing is greater than 30 feet.
5. The irrigation system shall be designed to achieve a Distribution Uniformity (DU) of 70 percent, or 0.70. The irrigation system shall be audited by an independent Certified Landscape Irrigation Auditor who is certified by the Irrigation Association. Deficiencies shall be corrected prior to the start of the Plant Establishment Period.
6. The existing 2-inch potable water service shall be removed. Provide new service(s) and meter(s) as necessary to provide water at a sufficient flow and pressure to irrigate the site within the mandated 32 hour water windows and Park and Recreation Department scheduling guidelines as described in the Consultant's Guide, Part 2, Section 2.16.1(3). Residual system pressure shall be a minimum of 15 percent of the required operating pressure.
7. Provide on the plans and in 8.5" x 11' format recommended irrigation schedules for both the plant establishment phase and the mature landscape phase. The schedule shall incorporate the Parks and Recreation Department water window and scheduling requirements. Sports fields cannot be irrigated on Friday or Saturday nights so the irrigation schedule must apply a week's water application in the remaining five nights. Irrigation run time shall not be carried over to the following week.

8. Preliminary testing shows an existing potable water system pressure of approximately 72 PSI (static). Install a water pressure recorder upstream of the existing reduced pressure principle backflow preventer for a minimum of one week to determine actual water system pressure over the period and to identify any variation in system pressure during the night or specific days of the week that may affect irrigation operation or efficiency.
9. Provide irrigation booster pump(s) to supply water at a sufficient pressure and flow to support the irrigation requirements of the park including scheduling within the water window, athletic field no water days and minimum residual pressure.
10. Follow good design practices including valving systems by plant type, irrigation equipment type, solar exposure and grade.
11. Bioswale areas shall be valved separately from other landscape shrub areas. Avoid placing sprinklers or other equipment in the bottoms of bioswales where occasional silt removal may be required.

Playgrounds

1. Playgrounds shall meet the current requirements of the documents listed in the Consultant's Guide, Part 2, Section 2.11.1.
2. Playground installation contractors shall have National Playground Safety Institute (NPSI) certification for installers and in addition the installers shall be certified by the equipment manufacturer to install their equipment and safety surfacing. The NPSI certified installer shall be involved in the construction of the playground at all times during construction and including preparation of the subgrade.
3. The Design-Builder shall be responsible for providing an independent third party audit of the playground area, safety surfacing and all play equipment. The audit shall be conducted by a National Recreation and Park Association (NRPA)/NPSI Certified Playground Safety Inspector in accordance with NPSI standards. The audit shall determine compliance of the playground area, safety surfacing and all play equipment with the most current versions of accessibility and safety standards, including the following: Americans with Disabilities Act (ADA); Consumer Product Safety Commission (CPSC) Handbook for Public Playground Safety; the American Society for Testing and Materials (ASTM) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use (ASTM F1487) and Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment (ASTM F1292) and Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment (ASTM F1951). Poured-in-place playground safety surfacing shall be tested on site after installation in accordance with ASTM F1292; Manufacturer's certification is not acceptable.
4. The Design-Builder shall be responsible for correcting any items found not to be in compliance with the above standards as a result of the audit, at no charge to the City. The Design-Builder shall provide to the Resident Engineer and Project Manager a signed letter stating that the playground area, safety surfacing and play equipment comply with all current applicable accessibility and safety standards. The letter shall include an itemized list corresponding to each audit item, describing all corrections and the date each correction was completed. If applicable, the letter may state that any equipment in question is certified by

International Playground Equipment Manufacturers Association (IPEMA). (Provide manufacturer's proof of IPEMA certification.)

5. Playground shade structures shall have a minimum of 8 feet of vertical clearance between the cover or supports and the play structure.
6. Playground shade structures shall be designed and fabricated by a company whose primary business is the design and fabrication of fabric shade structures. Designs shall include stamped and signed structural calculations and details.
7. Sportsfields: The Design-Builder will coordinate with the City Project Manger to determine the final base dimensions, mound configurations and base manufacturers and models shall be reviewed and approved by the Mira Mesa West Little League (MMWLL).

Environmental

The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Mitigated Negative Declaration for Carroll School Park (AKA Mira Mesa Community Park Expansion Project No. 36762, as referenced in the Contract Appendix. Design-Builder must comply with all requirements of the MND and associated Resolution (adopted September 8, 2014).

Compliance with the Mitigation, Monitoring and Reporting Program (MMRP) is to be included in the contractor's proposal. This will assume No Significant Discovery or curation services. See also Whitebook Section 700.

Record Drawings/Operation and Maintenance Manuals

- A. Record drawings shall be prepared and submitted to the City in accordance with Whitebook Section 2-5.5.
- B. Two sets of color controller charts shall be prepared on reduced size prints of the record drawings. Prepare a color-coded chart showing the valves, mainline, and sprinkler heads serviced by that particular controller. All valves shall be numbered to match the operation schedule and the drawings. Only those areas controlled by that controller shall be shown. This chart shall be a plot plan, entire or partial, showing building, walks, roads and walls. A photostatic print of this plan, reduced as necessary and legible in all details, shall be made to a size that will fit into the controller cover. This print shall be approved by the Resident Engineer and shall be hermetically sealed by plastic. One copy shall be placed in the controller and one copy shall be turned over to the Resident Engineer for submittal to park maintenance staff.
- C. Provide operation and maintenance documentation for irrigation booster pump systems including product cut sheets, operation directions, maintenance recommendations, parts lists, and manufacturer and distributor contact information.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1. For phased funded contracts, Funding is available for Phase IA of the contract. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of Phase IA and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2. The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder must provide the Pre-Award Schedule. This process will continue until the City has selected the Apparent Low Bidder or have decided to reject all Bids.
- 1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase (Phase IA). Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Bidder as defined in the City's Municipal Code, §22.3003.
- 1.5. At the City's request, you must meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- 1.6. Your failure to perform the following may result in the Bid being rejected as **non-responsive**:
 1. meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 2. revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 3. execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM. Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

BID NUMBER: K-15-1235-DB1-3

CONTRACT OR TASK TITLE: Mira Mesa Community Park - Expansion Phase I Design-Build Contract

CONTRACTOR: T. B. Penick & Sons, Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Phase IA, see Attachment A			\$9,000,000
2	Phase IB, See Attachment A			\$
Total				\$12,400,000

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO
 By: Ana Del Rincon
 Name: Ana Del Rincon
 Project Manager

CONTRACTOR
 By: [Signature]
 Name: Marc E. Penick

Department Name: Public Works Department

Title: Chief Executive Officer

Date: 3/18/15

Date: March 6, 2015

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM. Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

BID NUMBER: K-15-1235-DB1-3

CONTRACT OR TASK TITLE: Mira Mesa Community Park – Expansion Phase I Design-Build Contract

CONTRACTOR: _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Phase IA, see Attachment A			\$
2	Phase IB, See Attachment A			\$
Total				\$

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Project Manager

Department Name: Public Works Department

Title: _____

Date: _____

Date: _____

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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
INTENTIONALLY LEFT BLANK

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 are 7:00 AM to 4:00 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 25% 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 award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

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>

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

1. You must submit to the Engineer or the owner on a Private Contract, at least 7 days before starting the work, a list of controlling survey monuments which may be disturbed to allow for the preservation of survey monuments, and benchmarks. The Engineer or the owner on a Private Contract through its Licensed Land Surveyor or a Registered Civil Engineer will, at its cost and in accordance with Business and Professions Code Section 8771 be responsible for the following:
 - a. set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed.
 - b. file a Corner Record or a Record of Survey with the Office of the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and after re-establishment of the disturbed controlling survey monuments.
2. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you must not disturb or permanently cover survey monuments or benchmarks that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control and until they have been tied out by a Licensed Land Surveyor or registered Civil Engineer authorized to practice land surveying within the State of California.. You must bear the expense of uncovering and replacing any monuments that may be disturbed or covered without permission by the Engineer.
3. When a change is made in the finished elevation of the pavement of any roadway in which a street survey monument is located, the monument cover must be adjusted to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions. If a monument is unable to be reset in its original location due to improvements, the monument must be referenced by at least two durable reference markers in locations satisfactory to the City Land Surveyor in order to establish the location of the original monument.
4. Replacing and establishing survey monuments must be done only by a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

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

Prior to start of construction, you must submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California who will perform the surveying for the project (see Appendix for sample letter). You must perform and be responsible for the accuracy of surveying adequate for construction through a Licensed Land

Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California. You must preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed, and need to be replaced, such replacement will be performed by the Engineer at your expense.

Stakes must be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade and other appurtenances. A corresponding cut or fill to finished grade (or flow line) must be indicated on a grade sheet.

Surveys performed must list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used must be NGVD 29 (based on values published in the City vertical bench book).

All cad work must be done to existing City of San Diego Computer Aided Design and Drafting (CADD) standards and must be in city seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg). All survey files must be completed in accordance with existing City CADD standards and must adhere to City's Microstation level and attribute structure. Resource files will be sent to Contractor if requested.

Survey files must include but not limited to the following items:

- a. Street center line and (record width) right-of-way lines
- b. Project geometry (.alg) files (this will be generated for use in InRoads)
- c. 3D surface model (.dtm, break line and spot elevation) file
- d. Spot elevations of the new utility main at each intersection, midblock and for any change in grade
- e. Monuments
- f. Curb lines (top curb and gutter)
- g. All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts and poles

You must use the above survey information to produce the red-lines drawings as described in Section 2-5.4 "Red-Lines and Record Documents." You must submit the preliminary survey files to the Engineer for review and approval. You must correct and complete the submittals at your expense. The preliminary and final survey files must be provided to the Engineer on a CD along with the red-lines drawings and saved in the following ftp site, <ftp://ftp.sannet.gov/IN/SURVEYS/>. Survey files must be submitted in accordance with Section 2-5.3 "Submittals" and 2-5.4 "Red-Lines and Record Documents." You must be responsible for the correctness and completeness of the submittals. In the event survey work and submittals reveal non-compliance with the requirements of the Construction Documents, you must bear the corrective measures deemed necessary by the Engineer and the cost of the City's subsequent re-surveying and correcting survey files.

Payment for survey services must be included in the lump sum Bid for "Field Surveys".

2-14.3 Coordination. To the City Supplement, ADD the following:

Other adjacent City project is scheduled for construction for the same time period in the vicinity of Westmore Rd. This project will replace the sewer line. All work in the area must be coordinate with Project Manager and

Eric Symons (858) 614-5795, Mira Mesa TS, Project ID 888034

SECTION 4 - CONTROL OF MATERIALS

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

- Independent Playground Safety Inspector
- All Special Inspections required by Development Services Permits, including but not limited to: welding, foundations, high strength bolting, concrete, etc...

4-1.3.6 Preapproved Materials. To the City Supplement, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

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

6-7.1 General. To the City Supplement, ADD the following:

5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.
6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1

Policies and Procedures.

1. You must procure the insurance described below, at its 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 the Contract, e.g., your indemnity obligations, 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 the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the 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.

7-3.2.5 Contractors Builders Risk Property Insurance.

1. You must provide at its expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance must be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits must be 100% of this contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.
3. The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance must be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles must be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant must pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City must be entitled to 100% of its loss. The Contractor must pay the City any portion of that loss not covered because of a deductible, at the same time the proceeds of the insurance are paid to the City as trustee.

5. Any insured, other than the City, making claim to which a deductible applies must be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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 Approved Surplus Lines Insurers (LASLI 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 your 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.
- 7-3.5.5 Builders Risk Endorsements.**
- 7-3.5.5.1 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.
- 7-3.5.5.2 Builders Risk – Partial Utilization.** If the City desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, the City will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.
- 7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- 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 the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its 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 your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance must be not less than the following:

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

3. By signing and returning the 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 must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

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

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, ADD the following:

The Design-Builder is responsible for obtaining Development Services Department (DSD) permits for all applicable work. Plan check and permit fees paid to DSD by the Design-Builder, will be reimbursed without markup by the contract allowance.

These permits include, but may not be limited to:

- Building permit for restroom/concessions building
- Net Barrier Fencing
- Lighting
- Shade Structures

7-8.6 Water Pollution Control. ADD the following:

This project is a "Priority Development Project". See Water Quality Technical Report and Hydromodification Management Plan for Mira Mesa Park Expansion, dated July 21, 2014, prepared by Rick Engineering Company.

7-10.2.2.3 Engineered Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered "D" size TCP are required for the following areas:

1. All work in right of way at Westmore Rd. and New Salem St.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

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.

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners,

business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.

2. The Contractor will perform the community outreach activities required throughout the Contract Time.
3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

<http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx>

4. The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDShare site within 24 hours.

Copies of email communications shall be saved on to the City's SDShare site as individually as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.2 Submittals.

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing

lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.

- a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
 - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.
2. The Contractor will use the City's SDSshare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDSshare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.3 Public Notice by Contractor.

1. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets where Work is to be performed at least 5 days before starting the Work as directed by the Resident Engineer.
2. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

7-16.4 Quality Assurance.

1. During the course of community outreach, the Contractor shall ensure the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.), on behalf of the Contractor:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.5 Communications with the Public.

1. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.

2. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
3. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
4. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.6 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.

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."

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 207 – PIPE

207-9.2.3 Fittings. To the City Supplement, ADD the following:

8. Flange gaskets shall be 3.2mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full-face type with pre-punched holes free of asbestos material. All insulating flange kits require full face gaskets.

207-17.2.3 Pipe Manufacturer. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise.**

207-26.4 Butterfly Valves. To the City Supplement, Paragraph (2), DELETE the last sentence.

To the City Supplement, Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

3. The operator shall be manual with a 2" (50 mm) square operating nut, and shall open the valve when turned counterclockwise.

207-27 FUSIBLE NON-PRESSURE POLYVINYLCHLORIDE PIPE. DELETE in its entirety.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-6.4 Induction Cobra Head Luminaire. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

ADD:

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) Trench marker tape shall be 6” wide and consist of a minimum 5.0 mil, five-ply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:
 - 1. Blue with “Caution Potable Water Line Buried Below” for Water mainlines and over pipe sleeves.
 - 2. Purple with “Caution Recycled/Reclaimed Water Line Buried Below” for recycled water irrigation mainlines.
 - 3. Red with “Caution Electric Line Buried Below” for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.
 - 4. Green with “Caution Sewer Line Buried Below” for Sewer mainlines and over pipe sleeves.

ADD:

212-4 BIORETENTION SOIL MEDIA (BSM).

BIORETENTION SOIL

Bioretention soil shall achieve an initial infiltration rate of at least 8 inch per hour nor more than 20 inches per hour “in situ” and a long-term, in-place infiltration rate of at least 5 inches per hour. Bioretention soil shall also support vigorous plant growth.

Bioretention Soil shall be a mixture of fine sand, and compost, measured on a volume basis:

65% Sand
20% Sandy Loam
15% Compost

A. SUBMITTALS

Product Data: Submit manufacturer's product data and installation instructions. Include required substrate preparation, list of materials, application rate/testing and percolation rates.

Certifications: Manufacturer shall submit a letter of certification that the products meet or exceeds all physical property, endurance, performance and packaging requirements.

Submittals for Bioretention Soil: Tests must be conducted within 120 days prior to the delivery date of the bioretention soil to the project site.

Batch-specific test results and certification will be required for projects installing more than 100 cubic yards of bioretention soil.

The contractor must submit the following for approval:

1. A sample of mixed bioretention soil.
2. Grain size analysis results of the sand component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
3. Grain size analysis results of the sandy loam component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
4. Grain size analysis results of compost component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
5. Agricultural soil analysis of results for the Bioretention Soil as specified in Section 2.03 E
6. Provide the following information about the testing laboratory(ies) name of laboratory(ies) including
 - a) contact person(s)
 - b) address(es)
 - c) phone contact(s)
 - d) e-mail address(es)
 - e) qualifications of laboratory(ies), and including use of ASTM and USDA method of standards.

- B. Sand shall be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.

Sand for Bioretention Soil shall be analyzed by an accredited lab using #200, #100, #40, #30, #16, #8, #4, and 3/8 inch sieves (ASTM D 422 or as approved by municipality), and meet the following gradation:

Sieve Size	Percent Passing (by weight)
3/8 inch	100
No. 4	90-100
No. 8	70-100
No. 16	40-95
No. 30	15-70
No. 40	5-55
No. 100	0-15
No. 200	0-5

Note: all sands shall consist of natural sand, manufactured sand, or a combination thereof.

- C. Sandy loam for Bioretention Soil shall be free of wood, waste, coating such as stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.

Sandy loam soil should comply with the following specifications on USDA soil textural classification scheme by weight:

- a. 50-74% sand
- b. 11-48% silt
- c. 2-15% clay

Note: all sandy loam shall consist of natural sand, manufactured sand or a combination thereof.

- D. Compost for Bioretention Soil shall be a well decomposed, stable, weed free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials. Compost shall have a dark brown color and a soil like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120F) upon delivery or rewetting is not acceptable. Compost shall be produced at a facility inspected and regulated by the Local Enforcement Agency for CalRecycle. The past 3 inspection reports shall be submitted verifying compliance with Title 14 requirements of the Process to Further Reduce Pathogens (PFRP), Fecal coliform and Salmonella testing and pathogen and EPA, 40 CFR 503 regulations.

Composite Quality Analysis:

Property	Method	Requirement
pH, Units	Saturation Paste	6 to 8.5
EC, dS/m	Saturation Extract	0 to 10
Boron, ppm	Saturation Extract	less than 2.5
Moisture content, %	Gravimetric	30 to 60
Bulk Density, lbs/cubic yard		500 to 1100
Organic Matter, % of Dry Weight	Loss on Ignition	35% to 75%
Carbon to Nitrogen Ratio		15:1 to 25:1
Maturity	Solvita	5 or above
Stability	Solvita	5 or above
Particle Size	Sieve Analysis	
Pass 1/2 inch sieve		≥80%
Pass #200 sieve		max 5%
503C Metals	Title 14	
Arsenic (As)		20
Cadmium (Cd)		15
Chromium (Cr)		100
Copper (Cu)		150
Lead (Pb)		300
Mercury (Hg)		10
Nickel (Ni)		100
Selenium (Se)		30
Zinc (Zn)		300
Pathogen		
Salmonella	Title 14	< 3 MPN per 4 gms
Fecal Coliform		<1000 MPN per 1 gm
Physical contaminants		
Plastic Metal and Glass, %> 4mm	% by Weight	< 1
Sharps, % > 4mm	% by Weight	0

- E. Bioretention Soil shall be free of roots, clods, and/or stones larger than 1-inch in the greatest dimension, pockets of coarse sand, noxious weeds, sticks, lumber, brush and other litter. It shall not be infested with nematodes, or undesirable disease-causing organisms such as insects and plant pathogens. Bioretention soil mix shall be friable and have sufficient structure in order to give good tilth and aeration to the soil.

Gradation limits – The definition of the soil should be the following USDA classification scheme by weight:

Sand 85-92%
 Silt 14% maximum
 Clay 5% maximum

Permeability Rate - Hydraulic conductivity rate shall be not less the 8 inch per hour nor more than 20 inches per hour when tested in accordance with USDA Handbook Number 60, method 34b or other approved methods.

Analysis for pH, salinity and nutrient levels shall be submitted for approval prior to acceptance. Nutrient tests should include the testing laboratory recommendations for supplemental additions to the soil as calculated by the amount of material to be added per volume of soil for the type of plants to be grown in the soil.

Property	Method	Requirement
pH, Units	Saturation Paste	6.0 to 8.0
EC, dS/m	Saturation Extract	0.5 to 2.5
Boron, ppm	Saturation Extract	less than 2.5
Chloride, ppm	Saturation Extract	less than 150
Sodium Adsorption Ratio		less than 3.0
Carbon to Nitrogen Ratio		10 to 20
Organic Matter, % of Dry Weight	Loss on Ignition	2 to 5
Extractable Nutrients, dry weight basis	Ammonium Bicarbonate/DPTA Extraction	
phosphorus, ppm		10 to 40
potassium, ppm		100 to 200
iron, ppm		24 to 35
manganese, ppm		0.6 to 6
zinc, ppm		1 to 8
copper, ppm		0.3 to 5
magnesium, ppm		50 to 150
sodium, ppm		0 to 100
sulfur, ppm		25 to 500
molybdenum, ppm		0.1 to 2
aluminum, ppm		less than 3.0

Bioretention Soil shall be analyzed by an accredited lab using #200, 1/4 inch, 1/2 inch, and 1 inch sieves (ASTM D 422 or as approved by municipality), and meet the following gradation:

Sieve Size	Percent Passing (by weight)
1 inch	99-100
1/2 inch	90-100
1/4 inch	40-90
No. 200	Less than 5%

BIORETENTION SOIL PLACEMENT.

SCHEDULE 0 - A. Imported backfill material for the bioretention zones should be placed in a relatively loose condition, no rolling or other heavy equipment, to promote the planned infiltration of water, through the bioretention soil mix layer.

SCHEDULE 1 - B. Bioretention soil shall be installed in six (6) to twelve (12) inch lifts and lightly watered to provide settlement and natural compaction. No mechanical compaction is allowed. After natural compaction has been completed, add, if needed, additional bioretention soil to proposed finish grade as indicated on the plans.

SCHEDULE 2 - C. Rake bioretention soil as needed to level out.

D. Vehicular traffic, construction equipment shall not drive-on, move onto, or disturb the bioretention soil once placed and water compacted.

SCHEDULE 3 - E. The geotechnical engineer shall perform at least one percolation test in accordance with the County of San Diego Department of Environment Health Percolation Testing Criteria or other approved methods "in situ" prior to planting the Bioretention area (the engineer of work may require more than one in situ test depending on size of bioretention area). "In situ" percolation test(s) shall have an initial rate of at least 8-10 inches per hour to insure a long term infiltration rate of at least 5 inches per hour. If the percolation rate does not meet at least 8-10 inches per hour, the contractor shall provide and submit corrective action to the geotechnical engineer for approval, such as rototilling or hand cultivation to improve the percolation rate. Once the approved corrections are determined, the contractor will perform the required corrective action to improve the percolation rate and re-test at his expense.

F. Erosion and Sediment Control practices during construction shall be employed to protect the long-term functionality of the bioretention basin/swale. The following practices shall be followed for this reason:

1. Provide erosion control in the contributing drainage areas to the facility and stabilize upslope areas.

2. Facilities should not be used as sediment control facilities, unless installation of all bioretention-related materials are withheld towards the end of construction allowing the temporary use of the location as a sediment control facility, and appropriate excavation of sediment is provided prior to installation of bioretention materials.
- G. A two inch layer of bark mulch per Whitebook Section 212-1.2.5 Mulch shall be installed on the surface of the bioretention soil if planting of container stock and no hydroseeding is to be installed to prevent foot compaction of the bioretention soil.
- H. If hydroseeding is to be installed on the surface of the bioretention soil, no stabilized matrix shall be used in the hydroseed components or mix.

SECTION 300 – EARTHWORK

300-1.4 Payment. To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12” thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

SECTION 302 – ROADWAY SURFACING

302-3 PREPARATORY REPAIR WORK. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 PREPARATORY REPAIR WORK.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made

to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."

5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Class 2 Aggregate Base."
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½” per 302-5.6.2, “Density and Smoothness.” These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, “Tack Coat”.
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4” wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2

Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor’s failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor’s aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.

4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

302-5.1.2 Measurement and Payment. To the City Supplement, DELETE in its entirety.

302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:
Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

306-1.4.5 Water Pressure Test. To the City Supplement, Paragraph (2), DELETE and SUBSTITUE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

Specified test pressure for Class 235 pipe will be 150 psi

Specified test pressure for Class 305 pipe will be 200 psi

306-1.6 Basis of Payment for Open Trench Installations. ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

306-1.8.3 Polyurethane Lining. To the City Supplement, item 5, DELETE in its entirety

306-22 PIPE FUSION. DELETE in its entirety.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

ADD:

308-2.5 Bioretention Soil Media. Bioretention Soil Media shall be thorough mixed prior to delivery using mechanical mixing. BSM shall be lightly tamped by hand and placed in loose lifts no greater than 6" to ensure proper compaction. Compaction within the BSM area will not exceed 75% standard proctor within the designed depth of the BSM.

Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities.

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)

BSM shall be measured and paid per Cubic Yard installed. The installation of the pervious backfill material as specified in the Contract Documents and as directed by the Engineer shall be included in the payment.

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

SECTION 705 – WATER DISCHARGES

705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read "Section 703."

705-2.6.3 Community Health and Safety Plan. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 Community Health and Safety Plan. See 703-2, "Community Health and Safety Plan."

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

Technical Specifications Table of Contents (CSI FORMAT)

DIVISION 11 - EQUIPMENT

11 68 00 Play Field Equipment and Structures

11 68 13 Playground Equipment

DIVISION 13 – SPECIAL CONSTRUCTION

13 31 23 Pre-Engineered Fabric Tension Structures

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 18 16.13 Playground Protective Surfacing

SECTION 116800
PLAY FIELD EQUIPMENT AND STRUCTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. City of San Diego Consultant's Guide to Park Development and Design (Consultant's Guide), latest edition.
- C. Standard Specifications for Public Works Construction "Greenbook", latest edition.
- D. City of San Diego Standard Specifications for Public Works Construction "Whitebook", latest edition.
- E. Landscape Structures, Mira Mesa Community Park Component and Color Sheet.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Freestanding playground equipment and structures.
 - 2. Composite playground equipment and structures.
- B. Related Sections include the following:
 - 1. Division 03 Section "Miscellaneous Cast-in-Place Concrete" for concrete footings.
 - 2. Division 32 Section "Playground Protective Surfacing" for protective surfacing under and around playground equipment.

1.3 DEFINITIONS

- A. Fall Height: According to ASTM F 1487, "the vertical distance between a designated play surface and the protective surfacing beneath it."
- B. HDPE: High-density polyethylene.
- C. IPEMA: International Play Equipment Manufacturers Association.
- D. LLDPE: Linear low-density polyethylene.
- E. MDPE: Medium-density polyethylene.
- F. Use Zone: According to ASTM F 1487, "the area beneath and immediately adjacent to a play structure that is designated for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment."

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details for playground equipment and structures.
- C. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Extent of surface systems and use zones for equipment.
 - 2. Critical heights for playground surface, or fall heights for equipment.
- D. Samples for Initial Selection: For each type of playground equipment and structure indicated.
 - 1. Manufacturer's color charts.
 - 2. Include renderings of the specified playground equipment and accessories illustrating the layout and material and color selections.
- E. Product Certificates: For each type of playground equipment, signed by product manufacturer..
- F. Installer Certificates: Signed by manufacturers certifying that installers comply with requirements.
- G. Inspector Certificates: National Playground Safety Institute (NPSI) certification.
- H. Qualification Data: For Installer and Inspector.
- I. Material Certificates: For the following items, signed by manufacturers:
 - 1. Shop finishes.
 - 2. Recycled plastic.
- J. Field quality-control test reports:
 - 1. Audit: At the completion of installation but prior to opening the playground to the public, the playground shall pass an audit by an NPSI Certified Playground Safety Inspector. Refer to the Consultant's Guide for additional information.
 - 2. Head Impact Criteria (HIC) Test: At the completion of installation but prior to opening the playground to the public, poured-in-place rubberized safety surfacing shall be tested for impact attenuation in compliance with ASTM F1292. Testing shall be conducted by a technician certified by the manufacturer of the testing equipment used. Testing shall be done for each age group. Refer to the Consultant's Guide for additional information.
- K. Maintenance Data: For playground equipment and finishes to include in maintenance manuals.
- L. Warranty: Warranty specified in this Part.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Manufacturer Qualifications: A firm whose playground equipment components have been certified by IPEMA's third-party product certification service.

1. Provide playground equipment and play structure components bearing the IPEMA Certification Seal.
2. Provide the following playground equipment and play structure components bearing the IPEMA Certification Seal:
 - C. Testing Agency Qualifications: An independent agency qualified according to ANSI Z34.1 for testing indicated.
 - D. Safety Standards: Provide playground equipment complying with or exceeding requirements as described in the Consultant's Guide.
 - E. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.6 WARRANTY

- A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of playground equipment that fail in materials or workmanship within specified warranty period.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. As indicated in the Drawings. Refer to the Consultant's Guide for additional information.

2.2 MATERIALS

- A. As indicated in the Drawings. Refer to the Consultant's Guide and the Component and Color Sheet for additional information.

2.3 PLAYGROUND EQUIPMENT FABRICATION

- A. Assemble items in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- B. Provide necessary rebates, lugs, and brackets to assemble units and to attach to other work. Cut, reinforce, drill, and tap to receive finish hardware, screws, and similar items, unless otherwise indicated.
- C. Provide castings that are sound and free of warp, cracks, blowholes, or other defects that impair strength or appearance. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks.
- D. Play Surfaces: Provide manufacturer's standard elevated drainable decks, platforms, landings, walkways, ramps, and similar transitional play surfaces, designed to withstand loads; made into floor units with slip-slip-resistant foot surfaces. Fabricate units in manufacturer's standard modular sizes and shapes to form assembled play surfaces indicated.

- E. Elevated Play Surfaces: Provide guardrails or protective barriers completely surround elevated play surface except for access openings in accordance with CPSC, ASTM and the Consultant's Guide.

2.4 FREESTANDING PLAYGROUND EQUIPMENT AND STRUCTURES

- A. Swings: As indicated in the drawings and in accordance with CPSC, ASTM and the Consultant's Guide.
- B. Miscellaneous Equipment: As indicated in the drawings and in accordance with CPSC, ASTM and the Consultant's Guide.

2.5 CAST-IN-PLACE CONCRETE

- A. Concrete Materials and Properties: Comply with requirements in the Greenbook and Whitebook to produce normal-weight concrete footings and other miscellaneous concrete work.

2.6 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved color chips. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, site surface and subgrade drainage, and other conditions affecting performance.
 1. Do not begin installation before final grading required for placing protective surfacing is completed, unless otherwise permitted by Resident Engineer.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Verify locations of playground perimeter and pathways. Verify that playground layout and equipment locations comply with requirements for each type and component of equipment.

3.3 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated.

1. **Maximum Equipment Height:** Coordinate installed heights of equipment and components with finished elevations of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.
 - B. **Post and Footing Excavation:** Excavate holes for posts and footings as indicated in firm, undisturbed or compacted subgrade soil.
 - C. **Post Set with Concrete Footing:** Comply with ACI 301 for measuring, batching, mixing, transporting, forming, and placing concrete.
 1. Set equipment posts in concrete footing. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at the correct angle, alignment, height, and spacing.
 - a. Place concrete around posts and vibrate or tamp for consolidation. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
 2. **Embedded Items:** Use setting drawings and manufacturer's written instructions to ensure correct installation of anchorages for equipment.
 3. **Concrete Footings:** Smooth top, and shape to shed water.
- 3.4 **FIELD QUALITY CONTROL**
- A. **Inspection and Testing:** Engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports in conformance with the Consultant's Guide.
 - B. **Notify Resident Engineer 48 hours in advance of date and time of all tests and inspections.**

END OF SECTION 11 68 00

SECTION 11 68 13
PLAYGROUND EQUIPMENT
Component/Color Sheet

Date:08/25/2014
By:ggruette

Rep Organization: Coast Recreation, Inc.
Contact Person: Mike Eisert

Quote No: 6770-1-6

Project Title: Mira Mesa Community Park

Location: San Diego, CA

PlayBooster® (5-12 years)			
PHASE-1 Direct Bury Mixed Material			
QTY	NO.	COMPONENT	COLOR
PlayBooster®			
Slides			
1	130390A	Double Swoosh Slide 72"Dk DB	TBD
1	131437A	Wave Poly Slide 72"Dk DB	TBD
Climbers W/Permalene Handholds			
1	176077A	Croquet Climber 48"Dk DB	TBD
1	152907A	Deck Link w/Barriers 1 Step	TBD
Climbers W/Vibe Handholds			
1	179019B	Lollipop Climber w/Vibe Handholds 72"Dk DB	TBD
1	179022A	Sunbeam Climber w/Vibe Handhold	TBD
Climbers Other			
1	146812A	Sky Rail Climber 64"Dk DB	TBD
Overhead Events			
1	141886A	Access/Landing Assembly Rails Barrier Left 24"Dk	TBD
1	111468A	Trapeze Horizontal Ladder Connected Between Decks	TBD
Bridges & Ramps			
1	152443A	Grid Walk w/Barriers	TBD
Enclosures			
1	179041A	Alphamaze/Labyrinth Vibe Panel Above Deck	TBD
1	179044A	Color Splash Vibe Panel Above Deck	TBD
1	115253A	Hole Panel	TBD
1	179046A	Hole Vibe Panel Ground Level	TBD
1	179049A	Kaleidospin Vibe Panel Ground Level	TBD
1	179050A	Marble Vibe Panel Above Deck	TBD
1	179051A	Optigear Vibe Panel Above Deck	TBD
1	180094B	Vibe Handhold Panel Right	TBD
1	179053A	Xylofun Vibe Panel Above Deck	TBD
More Fun			
1	201545A	Blender Spinner DB	TBD
4	166809A	E-Pod Seat	TBD
Decks			
6	122197A	90* Triangular Tenderdeck	TBD
3	121948A	Kick Plate 8"Rise	TBD
2	111228A	Square Tenderdeck	TBD
1	185852A	Transfer Step w/2 Handloops DB	TBD

This quote was generated from PlayCAD.

Request for Proposal (Rev. Oct. 2014) Attachment E - Technicals
Mira Mesa Community Park - Expansion Phase I Design - Build Contract

Component/Color Sheet

Date:08/25/2014
By:ggruette

Rep Organization: Coast Recreation, Inc. Quote No: 6770-1-6
Contact Person: Mike Eisert

Project Title: Mira Mesa Community Park

Location: San Diego, CA

PlayBooster® (5-12 years)			
PHASE-1 Direct Bury Mixed Material			
QTY	NO.	COMPONENT	COLOR
1	111231A	Triangular Tenderdeck	TBD
1	119646A	Tri-Deck Extension	TBD
3	121949A	Tri-Deck Kick Plate 8"Rise	TBD
Posts			
1	111404F	108"Alum Post DB	TBD
3	111404E	116"Alum Post DB	TBD
1	111404D	124"Alum Post DB	
1	111404C	132"Alum Post DB	
2	111404O	132"Steel Post DB 42" BURY	
5	111404B	140"Alum Post DB	
7	111404A	148"Alum Post DB	
1	111404H	92"Alum Post DB	
Freestanding Play Climbers			
1	158108B	Noodle Pod DB Only 16" Pod Height DB Only	TBD
Kids In Motion			
1	173591A	OmniSpin Spinner Surface Mount ¹	TBD
1	155077A	Stand-Up Spinner DB Only	TBD
2	158105A	Wobble Pod DB Only	TBD
Swings			
1	177330A	5" Arch Swing Frame 8' Beam Height Only	TBD TBD
1	177331A	5" Arch Swing Frame Additional Bay 8' Beam Height Only	TBD TBD
2	174018A	Belt Seat ProGuard Chains for 8' Beam Height	Black
2	176038A	Full Bucket Seat ProGuard Chains for 8' Beam Height	Black
Signs			
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	TBD
1	182504B	Welcome Sign Ages 2-12 years Direct Bury	TBD

SECTION 13 31 23
PRE-ENGINEERED FABRIC TENSION STRUCTURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. A single CA licensed shade structure contractor shall be responsible for the design, wet stamped engineering drawings, permitting, fabrication, supply and installation of the work specified herein. The intent of this specification is to have only one shade contractor be responsible for all the above functions.

1.3 SUBMITTALS

1.3.1 With Bid Submittals:

- A. Provide proof of installed reference sites with structures for similar scope of project and installation that are engineered to CBC specifications. Include in reference list structures meeting the following size and criteria with install dates and project locations: Two custom sail structures for the playground and plaza areas and one cantilever structure for the bleacher area.
- B. Provide a minimum of 7 fabric samples to demonstrate fabric color range and powder coat color selections. Also provide letter of authorization from fabric manufacture for use of the specified fabric.
- C. Provide proof of all quality assurance items including;
 - 1. A list of at least 3 reference projects in CA that have been installed a minimum of 12 years.
 - 2. Proof of General liability, Professional liability and umbrella insurance as per section 1.4 B
 - 3. Proof of current CA contractor's license Class A or Class B.
 - 4. Proof of a minimum of \$6,000,000 aggregate bonding capacity.
 - 5. Proof of IAS certification as per section 1.4 D
 - 6. Proof of a Corporate Safety Program along with an Injury & Illness Prevention Program.
 - 7. Proof of an Annual Maintenance Inspection Program

1.4 QUALITY ASSURANCE

- A. All bidders shall have at least 10 years experience in the design, engineering, manufacture, and installation of structures, engineered to California Building Code requirements with similar scope and a successful construction record of in-service performance.
- B. All bidders shall be able to provide proof with bid submittal of a minimum of \$1,000,000 general/public liability insurance, \$3,000,000 professional liability (PL) insurance and additional \$5,000,000 umbrella/excess liability insurance.

- C. All bidders shall be a licensed contractor in the state of California and shall be bonded and provide proof of a minimum bonding capacity of \$6,000,000 with bid.
- D. Manufacture shall be accredited by the IAS (International Accreditation Service) for Structural Steel Fabrication under IBC 2012 Section 1704.2.2

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for shade structures shown on the Drawings in relation to the property survey and existing structures, and verify locations by field measurements prior to construction.

1.6 WARRANTY

- A. The successful bidder shall provide a 12 month warranty on all labor and materials.
- B. A supplemental warranty from the manufacturer shall be provided for a period of 10 years on fabric and 10 years on the structural integrity of the steel from date of substantial completion.
- C. The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 – PRODUCTS

2.1 GENERAL

- A. The structures shall consist of one (1) – Plaza custom sail structure with a plan area of 4,400 square feet and entry heights of 16', 14', and 10'; one (1) playground custom sail structure with a plan area of 2,738 square feet and entry heights of 16', 15', 14', 13', and 10', and eight (8) cantilever bleacher structure each with a plan area of 225 square feet and entry height of 11'.
 - 1. Plaza Structure: columns shall be a minimum of 18", 16" and 14" HSS structural steel, and four (4) HDPE FR Desert Sand sail panels.
 - 2. Playground Structure: columns shall be a minimum of 18" and 14" HSS structural steel and four (4) HDPE FR Desert Sand sail panels.
 - 3. Bleacher Structure: columns shall be a minimum of 10" rectangular structural steel and 8" rectangular structural steel top frame. There will be one (1) HDPE FR desert sand sail panel.
- B. The structures shall be manufactured by USASHADE & Fabric Structures or approved equal and include the wet stamped engineering drawings, structural steel frame, fabric roof, steel cables, all fasteners, and installation of structures including project management and foundations.
- C. Contact:
USASHADE & Fabric Structures
1085 N. Main St., Suite C, Orange, CA 92867
Phone:(714) 241-5505 Fax: (714) 427-6982
Attn: Brett Ivey
- D. To qualify as an approved equal, please submit product documentation, fabric samples and all quality assurance criteria as per section 1.4 at least 10 days prior to bid to be considered. No substitutions will be allowed after the deadline. Any approval of alternate manufacturers shall be by addendum prior to the bid date and shall not be allowed without written notification.

- E. The shade structure shall conform to the current adopted version of the California Building Code 2013.
- F. All shade structures are engineered and designed to meet a minimum of 110 mph wind load, Category 2, Exposure C and seismic (earthquake) load based on Zone 4, and a live load of 5 lbs/sf². All shade structures shall be engineered with a zero wind pass-through factor on the fabric. When ASD Steel Design Method is used based on IBC 2012 Section 1605.3.1 the Dead + 0.75 of Live + 0.75 of Wind Load cases must be combined. NO EXCEPTIONS.
- G. Steel:
1. All steel members of the shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications and the "American Iron and Steel Institute" (AISI) Specifications for Cold Formed Members and manufactured in a IAS (International Accreditation Service) accredited facility for Structural Steel Fabrication under CBC2013 based on IBC 2012 Section 1704.2.2
 2. All connections shall have a maximum internal sleeving tolerance of .0625 inches using high tensile strength steel sections with a minimum sleeve length of 6 inches.
 3. All non-hollow structural steel members shall comply to ASTM A-36. All hollow structural steel members shall be cold formed, high strength steel and comply with ASTM A-500, Grade C. All steel plates shall comply to ASTM A-572, Grade 50. All galvanized steel tubing shall be triple coated for rust protection using an in-line electro-plating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.
- H. Bolts:
1. All structural field connections of the shade structure shall be designed and made with high strength bolted connections using ASTM A-325, Grade B or SAE J249, Grade 8.
 2. All stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washer for water tight seal at joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.
- I. Welding:
1. All shop welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the "American Welding Society" (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the "Prequalified" welded joints where applicable and by certified welders. No onsite or field welding shall be permitted.
 2. All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to the requirement of 2013 CBC.
- J. Powder coating:
1. Galvanized steel tubing preparation prior to powder coating shall be executed in accordance to solvent cleaning SSPC-SP1. Solvent such as water, mineral spirits, xylol, toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning prior to surface preparation shall be executed according to Power Tool Cleaning SSPC-SP3 and utilizing wire brushes abrasive wheels and needle gun, etc.

2. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance to commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, products and other foreign material.
 3. Powder coating shall be sufficiently applied, with a minimum 3 mils thickness and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests as defined by the American Society of Testing Materials.
 4. Powder used in the powder coat process shall have the following characteristics:
 - a. Specific Gravity: 1.68 +/- 0.05.
 - b. Theoretical coverage: 114 +/- 4ft²/lb/mil
 - c. Mass loss during cure: <1%
 - d. Maximum storage temperature: 75°F
 - e. POWDURA® Super Durable TGIC-Free Polyester provides better exterior durability, UV resistance and gloss retention than standard TGIC powders. Further, it accepts and holds onto electrical charge better and longer than standard TGIC powders, improving transfer efficiency by 10% or more. The technology's non-toxic, TGIC-free properties also contribute to making it a greener solution for metal finishers.
 5. Rust Protection Powder Under Coat Primer will be required on all structures.
 - a. Powdura® Epoxy Powder Coating Z.R Primer shall be applied in accordance with the manufacturers' specifications. Primer should be fused only and then top coated with the selected powder coat to ensure proper intercoat adhesion.
 - b. The Epoxy Powder Coating Primer characteristics:
 - a. Adhesion: ASTM D 3359 – 5B
 - b. Flexibility: ASTM D 552 – Pass ¼” Mandrel
 - c. Pencil Hardness: ASTM D 3363 – H-2H
 - d. Impact Resistance: ASTM D 2794 – 120 Dir/Rev
 - e. Salt Spray Resistance: ASTM B 117 – 2000 hours
 - f. Humidity Resistance: ASTM D 4585 – 2000 hours
 - g. 60° Gloss: 50.0 – 70.0%
 - h. Cure Schedule (metal temp) – 6 min at 392°F
 - i. Film Thickness Range: 2.0 - 3.0 mils
- K. Tension Cable: Steel cable is determined based on calculated engineering load.
1. For light and medium loads; ¼” (nominal) galvanized 7x19 strand cable to be used.
 2. For heavy loads; 3/8” (nominal) galvanized 7 x 19 cable to be used.
- L. Fabric Roof Systems:
1. UV Shade Fabric:
 - a. UV Shade fabric is made of a UV stabilized high-density polyethylene as manufactured by Multiknit. Mesh shall be rachel knitted with monofilament and tape yarn filler to ensure that material will not unravel if cut. Panels to be 10ft wide.
 - b. Fabric shall meet the following fire resistance tests:
 - 1) ASTM E84
 - 2) NFPA 701-97 (Weathered or unweathered)

3) CA Fire Marshall Certification

- 2. Stitching & Thread:
 - a. All sewing threads are to be double stitched.
 - b. Thread shall be GORE Tenara Sewing Thread manufactured from 100% expanded PTFE (Teflon); mildew resistant exterior approved thread. Thread shall meet or exceed the following:
 - 1) Flexible temperature range
 - 2) Very low shrinkage factor
 - 3) Extremely high strength, durable in outdoor climates
 - 4) Resists flex and abrasion of fabric
 - 5) Unaffected by cleaning agents; acid rain, mildew, salt water and rot resistant, unaffected by most industrial pollutants.
 - 6) Treated for prolonged exposure to the sun.
- 3. Shade and UV Factors:
 - a. Shade protection and UV screen protection factors shall be as follows:

<u>Color</u>	<u>UV Block %</u>	<u>Shade %</u>
Pacific Blue	80%	85%
Rain Forest Green	80%	85%
Red	80%	86%
Silver	80%	81%
Desert Sand	80%	92%
Terracotta	75%	82%
Yellow	80%	89%

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Installations of shade structures shall be performed by a State of CA licensed and bonded contractor with certified Rope Access Technicians on staff with experience in tension fabric structures.
- B. The contractor installing the structure shall comply with manufactures instructions for assembly, installation, and erection per approved drawings.
- C. Concrete:
 - 1. Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318.
 - 2. Concrete specifications shall comply in accordance with the section 03300, and detailed as per plans, shall be as follows:
 - a. 28 Days Strength F'c = 3000 psi
 - b. Aggregate: HR
 - c. Slump: 3 – 5
 - d. Portland Cement shall conform to C-150
 - e. Aggregate shall conform to ASTM C-33
 - 3. All reinforcement shall conform to ASTM A-615 grade 60.
 - 4. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual and Manual of Standard Practice.

5. Whenever daily ambient temperatures are below 80 degrees Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (See Table 1).
6. The contractor shall not pour any concrete when daily ambient temperature is below 55 degrees Fahrenheit.

TABLE 1

Temperature Range	% Accelerator	Type Accelerator
75-80 degrees	1%	High Early (non calcium)
70-75 degrees	2%	High Early (non calcium)
Below 70 degrees	3%	High Early (non calcium)

D. Foundations:

1. All Anchor Bolts set in new concrete shall be ASTM A-325.
1. All Anchor Bolts shall be Hot Dipped Galvanized.
2. Footings shall be as follows and full rebar cages set as per manufacturers specifications : The plaza structure is to have a minimum footing of 48" diameter x 15' deep, 36" diameter x 15' deep, and 30" diameter x 14' deep. The playground structure is to have a minimum footing of 48" diameter x 16' deep, 36" diameter x 15' deep and 30" diameter x 14' deep. The stage structure is to have a minimum footing of 30" diameter x 8' deep. All to be with full rebar cage as per manufacturers engineered specifications and drawings.

END OF SECTION 13 31 23

SECTION 32 18 16.13
PLAYGROUND PROTECTIVE SURFACING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Supply and install two playground safety surface types to meet the requirements of the Consumer Product Safety Commission (CPSC) and American Society for Testing and materials (ASTM):
1. Poured-in-Place Playground Surfacing System: Extreme-10 with a 10-year warranty.
 2. Sand: Imported, double-washed manufactured silica sand.

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM):
1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
 2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
 3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
 4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
 5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
 6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
 7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

1.4 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide a 2 layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:
1. Shock Attenuation (ASTM F1292):
 - a. Gmax: Less than 200.
 - b. Head Injury Criteria: Less than 1000.
 2. Flammability (ASTM D2859): Pass.
 3. Tensile Strength (ASTM D412): 60 psi (413 kPa).
 4. Tear Resistance (ASTM D624): 140%.
 5. Water Permeability: 0.4 gal/yd²/second.
 6. Accessibility: Comply with requirements of ASTM F1951.

1.5 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
- B. Product Data: Submit manufacturer's product data and installation instructions.
- C. Verification Samples: Submit manufacturer's standard verification samples of 9" x 9" (229 x 229 mm) minimum.
- D. Quality Assurance/Control Submittals: Submit the Certificate of qualifications of the playground surfacing installer.
- E. Closeout Submittals: Submit the warranty documents specified herein.

1.6 QUALITY ASSURANCE

- A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.
- B. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
- C. International Play Equipment Manufacturers Association (IPEMA) certified.

1.7 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirement Section.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

1.8 PROJECT CONDITIONS

- A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in steady or heavy rain.

1.9 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.
- C. Proper drainage is critical to the longevity of the PlayBound Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

- D. Warranty Period: Extreme-10 (when aliphatic urethane for the top surface is specified): 10 years from date of completion of work. 2 years from date of completion of work when surface is in water play areas, pool surrounds or similar applications.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Manufacturer: Surface America, Inc., PO Box 157, Williamsville, NY 14231; Telephone: (800) 999-0555, (716) 632-8413; Fax: (716) 632-8324; E-mail: info@surfaceamerica.com; website: <http://www.surfaceamerica.com>.
- B. Proprietary Products/Systems. Poured-in-place playground surfacing system including
1. PlayBound Poured-In-Place Primer: urethane.
 2. PlayBound Poured-in-Place Basemat:
 - a. Material: Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.
 - b. Thickness: To be determined.
 - c. Formulation Components: Blend of strand and granular material.
 3. PlayBound Poured-In-Place Top Surface:
 - a. Material: Blend of recycled EPDM (ethylene propylene diene monomer) rubber and aliphatic urethane binder.
 - b. Thickness: To be determined.
 - c. Color: To be determined.
 - d. Dry Static Coefficient of Friction (ASTM D2047): 1.0.
 - e. Wet Static Coefficient of Friction (ASTM D2047): 0.9.
 - f. Dry Skid Resistance (ASTM E303): 89.
 - g. Wet Skid Resistance (ASTM E303): 57.

2.2 MIXES

- A. Required mix proportions by weight:
1. Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
 2. Top Surface: 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

PART 3 – EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with the instructions and recommendations of the playground surfacing manufacturer.

3.2 EXAMINATION

- A. Substrate preparation must be in accordance with surfacing manufacturer's specification. New asphalt must be fully cured – up to 30 days. New concrete must be fully cured – up to 7 days.

- B. Proper drainage is critical to the longevity of the PlayBound Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

3.3 PREPARATION

- A. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).

3.4 INSTALLATION

- A. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.
- B. Basemat Installation:
 - 1. Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 1 ounce per cubic foot (466 kg/m³) to the specified thickness.
 - 2. Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.
 - 3. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.
- C. Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).
- D. Top Surface Installation:
 - 1. Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot (938 kg/m³) to a nominal thickness of 1/2" (12.7 mm).
 - 2. Allow top surface to cure for a minimum of 48 hours.
 - 3. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
 - 4. Do not allow foot traffic or use of the surface until it is sufficiently cured.

3.5 PROTECTION

- A. Protect the installed playground surface from damage resulting from subsequent construction activity on the site.

END OF SECTION 32 18 16.13

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
FIRE HYDRANT METER PROGRAM

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
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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)

METER SHOP (619) 527-7449

NS REQ	FAC#
DATE	BY

Meter Information

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

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing
Backfilling
Combination Cleaners (Vactors)
Compaction
Concrete Cutters
Construction Trailers
Cross Connection Testing
Dust Control
Flushing Water Mains
Hydro Blasting
Hydro Seeing

Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX B

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX C
SAMPLE CITY INVOICE

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

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 (10 Points Max)

- 5.1.** Describe the proposed management plan for this project. Describe the strength and relevant experience of key proposed construction and technical personnel, subconsultants, subcontractors and equipment manufacturers including, but not limited to the following:

5.1.1. State of California Licensed Architect

5.1.2. State of California Licensed Landscape Architect

5.1.3. Civil Engineer

5.1.4. Electrical Engineer

5.1.5. General Contractor

5.1.6. Landscape Contractor

5.1.7. Shade Manufacturer/Installer

5.1.8. Playground equipment manufacturer

5.1.9. Rubberized surfacing manufacturer/installer

5.1.10. Independent Certified Playground Safety Inspector, include a statement of qualifications and sample safety inspection report prepared by this inspector

- 5.2.** Include prior professional collaborations of major project team members.

- 5.3.** Describe the organizational connection of all team members, including City staff for this project.

6. Best Value/Phased Proposal, Value (50 Points Max)

Attachment A of this RFP describes the conceptual design requirements of this phase funded project.

- 6.1. Provide a phased cost proposal and phasing plan that clearly identifies the elements and costs of the overall design that are proposed for Phase 1A and those that are proposed for Phase 1B. The cost proposal and phasing plan shall provide the best value and the most improvements in Phase 1A, while minimizing disruption of Phase 1A when Phase 1B is constructed.

Phase 1A must be designed and constructed so that in case Phase 1B is not awarded, it will be a complete project that can be accepted by the City and opened for public use.

- 6.2 If all scope included in Attachment A can be afforded by the combined Phase IA and IB lump sum project budget and additional project upgrades can be afforded, describe any proposed upgrades. (Consider list of Desired Project Upgrades in Attachment A).

Provide phased cost proposal, phasing plan, drawings and narrative as appropriate so that the City has the information to compare proposals and select the Design-Builder that will offer the best value for design and construction of this project.

7. Technical Approach (5 Points Max)

- 7.1 Describe in detail the proposed project management strategies for this project including the assumption of responsibility of the Water Quality Technical Report, development of construction documents including review by City staff, permit acquisition for all Development Services Department required permits including but not limited to: comfort station building, barrier fencing, shade structures, Right of Way improvements. Describe strategies for maintaining progress on several tasks concurrently to make efficient use of construction duration.

8. Design Build Schedule (5 Points Max)

Outline the proposed design-build schedule for Phases IA and IB, including sequencing of major activities and proposed durations, include the following dates, at a minimum:

Design completion including time for review and approval by City staff.

Permit acquisition for all portions of work requiring Development Services Department permits.

Start of demolition/construction operations*

Construction completion/turf establishment period

There may be no break in activity between demolition and construction operations.

*Mandatory project milestone: Begin Phase IA Demolition by October 31, 2015.

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

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

9.1.1 Work Force Report

9.1.1.1 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.

9.2 Subcontractor Documentation

9.2.1 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.

9.2.2 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.

9.2.3 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:

9.2.3.1 Submit the selection method used to the City in accordance with 2-5.3, "Submittals."

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

9.2.3.3 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.

9.2.4 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.

9.2.5 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.

9.2.6 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 or DVBE	5
2	10%-14% participation SLBE, ELBE or DVBE	10
3	15%-19% participation SLBE, ELBE or DVBE	15
4	20%-24% participation SLBE, ELBE or DVBE	20
5	25% participation SLBE, ELBE or DVBE	25
In no case the points shall exceed 25.		

Total Points: 100

ATTACHMENT H

PROPOSAL FORMS

City of San Diego



CITY CONTACT

Contract Specialist: ELEIDA, FELIX YACKEL

Email: EFelixYackel@sanidiego.gov

Phone No.: (619) 533-3449, Fax No.: 619-533-3633

S Bose / B Doringo / LJI

REQUEST FOR PROPOSAL (RFP)

FOR

Mira Mesa Community Park - Expansion Phase I
Design - Build Contract

RFP NO.:	<u>K-15-1235-DB1-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00667</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>6</u>
PROJECT TYPE:	<u>GA</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON
DECEMBER 23, 2014
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14TH FLOOR, MS 614C
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST

ATTACHMENT H SHALL BE SUBMITTED IN ITS ENTIRETY

PROPOSAL FORMS

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 _____

(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

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

**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)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ 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: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

(SEAL)

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

Contractor Name: _____

Certified By _____ Title _____

Name

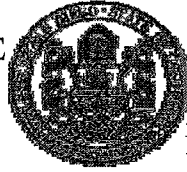
Signature

Date _____

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 INFORMATION

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.

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	Date
-------------------------	-----------	------

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

(Rev 02/15/2011)

PROPOSAL FORMS

Design-Build Proposal

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 **Mira Mesa Community Park - Expansion Phase I 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 Design-Builder agrees to the design and construction of **Mira Mesa Community Park - Expansion Phase I Design - Build Contract**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of the Contract Document. The duration of the 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	Extension
PHASE IA, PHASE IB							
1		Bonds (Payment and Performance)	1		LS	 	\$
2	541330	Engineering and Design Services, Phase IA	1	D	LS	 	\$
3		Field Construction, Phase IA	1		LS	 	\$
4	541330	Storm Water Pollution Prevention, Phase IA	1		LS	 	\$
5	237990	Development Services Department Permit Fees, See Section 7-5	1		AL	 	\$300,000.00
6		City Contingency	1		AL	 	\$1,500,000.00
PHASE IA subtotal							\$
1	541330	Engineering and Design Services, Phase IB	1	D	LS	 	\$
2		Field Construction, Phase IB	1		LS	 	\$
3	541330	Storm Water Pollution Prevention, Phase IB	1		LS	 	\$
Phase IB subtotal							\$
TOTAL DESIGN-BUILD PROPOSAL ITEMS NO 1 THROUGH 6 PHASE IA, PLUS ITEMS 1 THROUGH 3 PHASE IB:							\$

* Design Element (For City Use)

PROPOSAL FORMS

Total Price For Design-Build Proposal, (Items 1 through 6 Phase IA, PLUS Items 1 through 3 Phase IB, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

IMPORTANT NOTICE: If Design-Builder 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 Design-Builder or other interested person is an individual, state first and last names in full.

PROPOSAL FORMS

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 6 of the RFP will be determined as checked below by the City based on the Base Proposal alone.
- B. 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.
- C. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- D. 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.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR 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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

Ⓞ 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 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	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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.

ATTACHMENT I
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 17th day of June, 2015, by and between The City of San Diego [City], a municipal corporation, and T.B. Penick & Sons, Inc, for the purpose of designing and constructing the **Mira Mesa Community Park - Expansion Phase I Design - Build Contract** (Project). Upon award, the not-to-exceed amount of the Contract will be Twelve Million Four Hundred Thousand Dollars and Zero Cents (\$12,400,000.00), consisting of two (2) phases as follows: Nine-Million Dollars and Zero Cents (\$9,000,000.00) for Phase 1 and Three-Million Four Hundred Thousand Dollars and Zero Cents (3,400,000.00) for Phase 2. 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 RFP NO. **K-15-1235-DB1-3** 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.

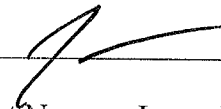
- D. Contract Documents. This Contract incorporates the 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

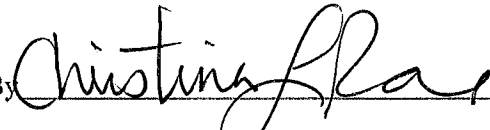
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code **§22.3102** authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By  _____

By  _____


Print Name: James Nagelvoort
Director, Department of Public Works

Print Name: Christina L. Rae
Deputy City Attorney

Date: 6/17/15

Date: 6/24/15

CONTRACTOR

By  _____

Print Name: Marc E. Penick

Title: Chief Executive Officer

Date: March 6, 2015

City of San Diego License No.: B1974000587

State Contractor's License No.: 185381

ATTACHMENT J
DESIGN-BUILD AGREEMENT FORMS

**CONTRACT FORMS ATTACHMENTS
PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND**

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

T.B. Penick & Sons, Inc., a corporation, as principal, and
Western Surety Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
Twelve Million Four Hundred Thousand and 00/100 (\$12,400,000.00) for the faithful performance of the
annexed contract, and in the sum of Twelve Million Four Hundred Thousand and 00/100 * for the
benefit of laborers and materialmen designated below. * (\$12,400,000.00)

Conditions:

If the Principal shall faithfully perform the annexed contract **Mira Mesa Community Park - Expansion Phase I Design - Build Contract**, RFP Number **K-15-1235-DB1-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Cont.)

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

Dated March 5, 2015

Approved as to Form

T.B. Penick & Sons, Inc.

Principal

By 

MARC E. PENICK

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney 6/24/15

Western Surety Company

Surety

By 

Attorney-in-fact Sarah Myers

Approved:

1455 Frazee Road, Suite 300

Local Address of Surety

By 

San Diego, CA 92108

Local Address (City, State) of Surety

Print Name: James Nagelvoort
Director, Department of Public Works

619-682-3510

Local Telephone No. of Surety

Premium \$ 71,525.00

Bond No. 58723353

Premium is for Contract Term and Subject to Adjustment Based on Final Contract Price

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On MAR 05 2015 before me, Janice R. Martin, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

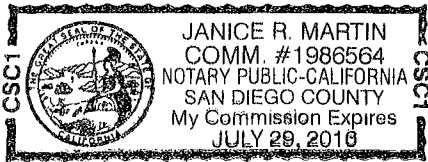
personally appeared Sarah Myers
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~she~~) whose name(~~is~~) is/~~was~~ subscribed to the within instrument and acknowledged to me that ~~it~~/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(~~she~~), or the entity upon behalf of which the person(~~she~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Janice R. Martin



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

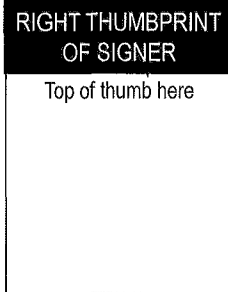
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

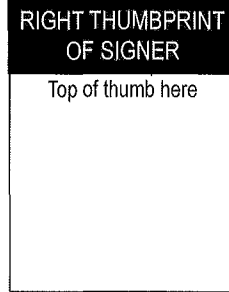
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

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



Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Lawrence F Mc Mahon, James Baldassare Jr, Sarah Myers, Maria Guise, Lilia Robinson, Charlotte Aquino, Jennifer L Clampert, Janice Martin, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of January, 2013.

WESTERN SURETY COMPANY

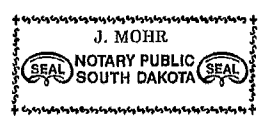


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of January, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of March, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Mira Mesa Community Park - Expansion Phase I Design - Build Contract

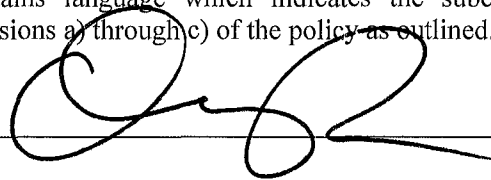
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in RFP, "Drug-Free Workplace", of the project specifications, and that;

T.B. PENICK & SONS, INC.

(Name under which business is conducted)

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

Signed _____



Printed Name Owen Bingham

Title Project Executive

CONTRACTOR ADA CERTIFICATION

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

PROJECT TITLE: Mira Mesa Community Park - Expansion Phase I Design - Build Contract

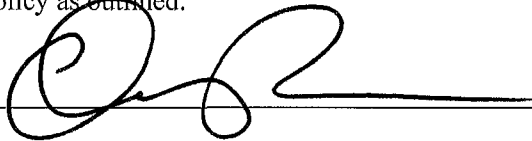
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the RFP, "American With Disabilities Act", of the project specifications, and that;

T.B. PENICK & SONS, 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 Owen Bingham

Title Project Executive

CONTRACTOR STANDARDS CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Mira Mesa Community Park - Expansion Phase I Design - Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of T.B. PENICK & SONS, 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 RFP ("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 26 Day of February, 2015.

Signed



Printed Name Owen Bingham

Title Project Executive

Judy Deese

Subject: FW: Registration Confirmation

From: CityofSanDiego@planetbids.com [mailto:CityofSanDiego@planetbids.com]

Sent: Thursday, March 13, 2014 1:47 PM

To: Jim Kerr

Subject: Registration Confirmation

This is an automated email notification. Please do not reply.

Dear T.B. Penick & Sons, Inc.:

Thank you for registering with City of San Diego, using PB System™ by PlanetBids.

Here is your User Name: **tbpenick**

If you forget your password, please press the **Forgot** button when logging in.

Please be sure to keep your vendor profile up-to-date by visiting the [Vendor Portal](#) for City of San Diego. You are solely responsible for updating your company's profile including email and contact information.

Although you will be sent email notifications of new bids that match your criteria, you are also encouraged to visit the [Vendor Portal](#) for City of San Diego, at any time, to search for bid opportunities.

Thank you,
City of San Diego

City of San Diego

CITY CONTACT: Contract Specialist, Eleida Felix Yackel; Email: Efelixyackel@sandiego.gov
Phone No. (619) 533-3449, Fax No. (619) 533-3633

ADDENDUM "1"

REQUEST FOR PROPOSAL (RFP)



FOR

Mira Mesa Community Park - Expansion Phase I Design -
Build Contract

RFP NO.:	K-15-1235-DB1-3
SAP NO. (WBS/IO/CC):	S-00667
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	6
PROJECT TYPE:	GA

PROPOSAL DUE:

12:00 NOON
JANUARY 7, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th 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.

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

B. BIDDER'S QUESTIONS

Question pertaining to Terms and Conditions

- Q1. Reference: Page 9, Item 13.2.2: "Technical Proposal shall be limited to 100 one-sided pages (8 1/2" x 11)". Is it acceptable to use 11 x 17" (ledger) size pages for portions of the proposal, if they are folded to an 8 1/2" x 11" size?
- A1. Yes.
- Q2. Please confirm that a bid bond is not required for submission with the bid.
- A2. Bid bond is not required.
- Q3. Please verify if all forms included in Attachment H and labeled H are to be included in the Price Proposal.
- A3. Verified. Attachment H shall be submitted in its entirety.
- Q4. The scoring section under 9.2.6 for the SLBE, ELBE or DVBE participation states a maximum of 25 points for 25% participation from these 3 groups. However, section 2.3.1 calls for 43.2% participation total, 11.5% from SLBE and 31.7% from ELBE. Are DVBE subs to be given credit towards the 25% participation total, or the 43.2% total? Please clarify.
- A4. DVBE participation is not counted towards the mandatory SLBE/ELBE participation goal of 43.2% indicated in section 2.3.1 of the RFP.
- Q5. Please confirm that only 1 copy of the price proposal is to be submitted. Section 13.4.3.3 indicates that more than 1 package of the price proposal should be sent.
- A5. One price proposal is required.
- Q6. Please confirm if \$3M in professional liability coverage is required of persons doing design work, including Traffic Control Planner, or if that level is acceptable at the commonly practiced level of \$2M.
- A6. No change to Supplementary Special Provisions, Section 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

- Q7. Section 6.10.2 of the Geotech Report calls for a cutoff wall along pavement edges that extends at least 12 inches below the subgrade. Please define "subgrade". Is this 12" below the topsoil subgrade, or 12" below the asphalt paving subgrade? Further, on Page C-1 is this cutoff wall with 12" subgrade depth required at the planting islands, or required at all landscaped areas adjacent to the paving. On C-2, is the cutoff wall with 12" subgrade required to surround the bio-retention basins along both sides of Salem Street?
- A7. The subgrade is the soil level below the pavement aggregate base material. We interpret the sentence to require a cutoff wall to extend 12 inches below the asphalt pavement subgrade. The Design-Build team may recommend for consideration alternative methods of complying with the 2006 geotechnical report recommendation, such as sheet form barriers, or alternative recommendations from a registered geotechnical engineer.
- Q8. On Page LC – 3, a monument sign is indicated in the middle of the new planting area. Please indicate if this is to be a new sign, or if the existing sign is to be preserved at New Salem & Mira Mesa Blvd.
- A8. The intent is to remove the existing sign and replace it with a new sign in the planter at the corner of New Salem Street and Mira Mesa Boulevard. A second sign is located in the northwest corner of the site on Westmore Road where the DG path connects to the sidewalk, as shown on sheet LC-1. In reference document, MMCP Bridging Plan 10 20 14, see sheet LC-4, note 2 and detail C/LC-6.
- Q9. Several items, such as the scoreboards, are marked to be provided at a later date by the Little League. If budgets can support purchase of these during Phase 1A or 1B, would it be desirable to include them, or are these items best provided by the Little League later?
- A9. These items are to be provided by Little League Organization, not to be included in this contract.
- Q10. The Required Document Schedule, #21, says Form BB05 needs to be turned in by the Apparent Low bidder, but Attachment G, 9.1, says that it should be turned in with the bid. Please clarify.
- A10. Form BB05 is to be turned in by the Design-Builder with its Technical Proposal on the Proposal due date and time.
- Q11. Please advise if the baseball backstops, as shown, are designed to meet special Little League requirements, or if some alterations would be allowable within League guidelines.
- A11. The backstop design is the standard Parks and Recreation backstop for multipurposefields. Alteration may be proposed for consideration.

- Q12. The plans indicate that 'existing curb and gutter are to remain', but also suggest that new curbs and gutters should be re-built in the new construction areas. Please clarify.
- A12. Refer to Plan Sheets C-1 through C-4. As shown, the curb and gutter will be rebuilt in the proposed alignment along the south edge of Westmore Road, as well as the south edge of New Salem Street, and portions of the north edge of New Salem Street.
- Q13. Can the drawings included in the RFP, especially the Architectural drawings on the concession building, be provided now, in CAD format?
- A13. CAD files for the 2005 site survey and for the 2014 MMCP Phase 1 RFP drawings will be made available in AutoCAD format. The 2007 architectural drawings for the concessions/restroom building are available only in PDF format.
- a. MMCP City Survey Files 03-24-2006.zip
 - b. MMCP RFP Exhibits Less civil 12-16-2014
 - c. MMCP RFP Exhibits C-1 through C-4

These files will be available at the ftp site referenced in RFP, Attachment A, sheet 25.

- Q14. Will the drawings included in the RFP, especially the drawings for the concession building, be provided in CAD format to the winning bidder after award? If so, are the drawings in AutoCAD or Microstation?
- A14. Refer to response above, A13.
- Q15. The RFP included a copy of a Water Quality Technical Report dated July 21, 2014. Will the Design Builder be required to complete a separate Water Quality Technical Report, or can the existing report, prepared by Rick Engineering, be used for the project as is?
- A15. As described within Attachment A of the RFP, under "Storm Water Management", "at a minimum, the engineer of work will need to provide an additional addendum to the drainage study...". This will be required for the drainage study, the WQTR, and the HMP. The RFP included a typo under the discussion of the WQTR and the HMP stating "addendum to the drainage study", where those specific discussions should state "addendum to the WQTR" and "addendum to the HMP", respectively. If modifications to TC-BMP details are more significant, then a full revision or replacement set of reports may be required. The addendum reports (or revisions/replacement) will need to be processed with the construction drawings through the City of San Diego for approval.

- Q16. RFP Specification Section 11 68 00-3, Part 2.1 A. indicates that the play field equipment and structures manufacturer shall be per the drawings. RFP drawing LC-9, Perspectives 1 and 2 list Landscape Structures as the manufacturer, Section 13 31 23 indicates USASHADE & Fabric Structures as the manufacturer for the fabric shade structures, and Section 13 18 16 indicates that Surface America Inc. is the manufacturer for the Playground Protective Surfacing. Are these the only manufacturers allowed for the playground equipment, or will an "or equal" be allowed.
- A16. See RFP, Supplementary Special Provisions, Section 4-1.6 Trade Names or Equals.
- Q17. Section 6.2.1 of the 2006 geotechnical report in the RFP indicates that the existing site is considered -to have "very low" to "low" expansive potential. However, this was based on only two sample sites and therefore we are concerned that this is not conclusive that expansive soils do not exist throughout the site. For bidding of slabs on grade and foundations, please confirm whether expansive soils are anticipated?
- A17. The 2006 Geotechnical Investigation, Carroll School Neighborhood Park/Mira Mesa Community Park Expansion by Geocon is the only geotechnical information available. We cannot comment beyond what is stated in the geotechnical report.
- Q18. The landscape plan appears to be completed without the consideration of bioswales, and the vegetation type and location proposed does not appear to meet the requirements of the City's LID Manual in lieu of the plantings shown on LP-1 and LP-2.
- A18. The landscape plans were coordinated with the civil bioswales. As stated in the City of San Diego LID Manual, Appendix E cover sheet, the LID Manual plant list is a starting point only and the designer is allowed to use appropriate plants not on this list. Most of the plants shown in the bioswales are listed in the bioretention plant list in the "Low Impact Development Manual for Southern California" and in the bioswales plant list in Landscape Plants for California Gardens by Bob Perry, as well as other regional published and vendor sources. Additional plantings are acceptable as long as they are appropriate for the unique soil conditions for Bioretention BMPs. The Bioretention Soil Mix (BSM) should comply with the BSM specifications included in the RFP Adjustments to the final plant list and locations can be proposed by the selected Design-Build team for consideration during the design phase.
- Q19. Is the increase in flow rates from the 100-year storm event as detailed in the Preliminary Hydrology Report (Burkett and Wong, 2004) and the Drainage Study Amendment (Rick, 2014) acceptable to the City, or will the City require that the project to demonstrate that there is not a post-development increase in peak flowrates when compared to pre-development conditions?

- A19. Yes, as long as the increase to peak flow rates remains similar or less than the amount detailed in the 2004 report and the 2014 addendum, and the engineer of work makes a similar conclusion within the final drainage study addendum that the increase is negligible and/or that there would be no adverse impacts to the downstream drainage facilities.
- Q20. Is there a required Plant Establishment Period (PEP) for the project and if so, how long?
- A20. Refer to Greenbook and Whitebook, Section 308-6 Maintenance and Plant Establishment.
- Q21. Is there a required Extended Maintenance Period for the project and if so, how long?
- A21. No.
- Q22. RFP drawing S2.0, Roof Framing Plan requires 1 1/8" Sheathing. This is thicker than typical for buildings of this type. Please confirm that 1 1/8" is required.
- A22. Roof sheathing shall be as required by code and per the Design-Build team's structural engineer's calculations.
- Q23. Please qualify to what extent we should take the desired project upgrade "expand/enhance children's play area" either by specific scope or dollar limit.
- A23. The preferred enhancement to the playground would be a separated playground for 2-5 year olds with shade and poured-in-place safety surfacing.
- Q24. Is there a preference of the desired elements that are desirable, but not required to be in Phase 1A (7 items listed on page 23).
- A24. Desirables are listed in the preferred order.
- Q25. If Phase 1B funds (\$3.4 million) are not taken by the construction and design of all listed desired elements and enhancements in the RFP (page 23-24) are the D-B teams encouraged to propose our own elements to maximize the budget? Or, are we to submit a lesser dollar amount and not include other enhancements?
- A25. See RFP item 14.6 on page 12. The contract is best value – best design for a lump sum price. If all funding is not required for design and construction of contract including desired project upgrades, Design-Builder is encouraged to propose their own elements to provide value to their proposal. See also Attachment G, Proposal Submittal Requirements and Selection Criteria, Item 6.
- Q26. Please confirm that the concession/restroom building needs to be equipped with fire sprinklers.

- A26. Per City codes and policies of 2007, the Fire Marshal required sprinklers for the restroom/concessions building. The Design-Build team may provide new designs, materials or methods that reduce or eliminate fire sprinklers under current City codes and policies. The final design must be approved by the Fire Marshal.
- Q27. Will the original project Cad files be released to the team who is awarded the project?
- A27. CAD files for the 2005 site survey and for the 2014 MMCP Phase 1 RFP drawings will be made available in AutoCAD format. The 2007 architectural drawings for the concessions/restroom building are available only in PDF format.
- Q28. What age group is the tot lot in Phase 1 B designed to serve preschool children 2-5 or school children 5-12?
- A28. The tot lot is designed for 5-12 year olds. However, two bucket seat swings are provided for 2-5 year olds.
- Q29. Can the playground areas specified as "Sand" surfacing be interchangeable with "Engineered Wood Fiber" without it being considered a change?
- A29. No.
- Q30. Will it be acceptable that the General Contractor carry a "B" license for this project?
- A30. No change to RFP, Item 5.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Attachment B, Phased Funding Provisions, Phased Funding Schedule Agreement, page 37, **DELETE** in its entirety and **SUBSTITUTE** with page 8 of this Addendum.
2. To Attachment H, Price Proposal Forms, pages 122 through 124, **DELETE** in its entirety and **SUBSTITUTE** with pages 9 through 11 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *December 18, 2014*
San Diego, California

JN/BD/lji

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
 Final Phased Funding Schedule Agreement

NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM. Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

BID NUMBER: K-15-1235-DB1-3

CONTRACT OR TASK TITLE: Mira Mesa Community Park - Expansion Phase I Design-Build Contract

CONTRACTOR: _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Phase IA, see Attachment A			\$9,000,000
2	Phase IB, See Attachment A			\$
Total				\$12,400,000

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

By: _____

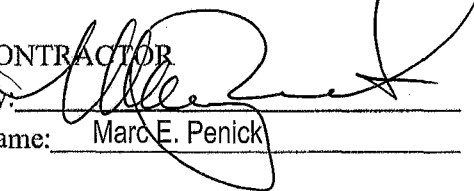
Name: _____

Project Manager

Department Name: Public Works Department

Date: _____

CONTRACTOR

By:  _____

Name: Marc E. Penick

Title: Chief Executive Officer

Date: March 6, 2015

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Mira Mesa Community Park - Expansion Phase I Design - Build Contract**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of the Contract Document. The duration of the 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	Extension
PHASE IA, PHASE IB							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$
2	541330	Engineering and Design Services, Phase I A	1	D	LS	 	\$
3	237990	Field Construction, Phase I A	1		LS	 	\$
4	541330	Storm Water Pollution Prevention, Phase IA	1		LS	 	\$
5	237990	Development Services Department Permit Fees, See Section 7-5 – Type I	1		AL	 	\$300,000
6		City Contingency – Type II	1		AL	 	\$1,500,000
PHASE IA subtotal (Maximum \$9,000,000)							\$
1	541330	Engineering and Design Services, Phase I B	1	D	LS	 	\$
2	237990	Field Construction, Phase IB	1		LS	 	\$
3	541330	Storm Water Pollution Prevention, Phase I B	1		LS	 	\$
Phase IB subtotal							\$
TOTAL DESIGN-BUILD PROPOSAL ITEMS NO 1 THROUGH 6 PHASE I A, PLUS ITEMS 1 THROUGH 3 PHASE IB:							\$12,400.000

* Design Element (For City Use)

PROPOSAL FORMS

Total Price For Design-Build Proposal, (Items 1 through 6 Phase IA, PLUS Items 1 through 3 Phase IB, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

IMPORTANT NOTICE: If Design-Builder 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 Design-Builder or other interested person is an individual, state first and last names in full.

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 6 of the RFP will be determined as checked below by the City based on the Base Proposal alone.
- B. 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.
- C. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- D. 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.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

City of San Diego

CITY CONTACT: Contract Specialist, Eleida Felix Yackel; Email: Efelixyackel@sandiego.gov
Phone No. (619) 533-3449, Fax No. (619) 533-3633

ADDENDUM "1"

REQUEST FOR PROPOSAL (RFP)



FOR

Mira Mesa Community Park - Expansion Phase I Design -
Build Contract

RFP NO.:	K-15-1235-DB1-3
SAP NO. (WBS/IO/CC):	S-00667
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	6
PROJECT TYPE:	GA

PROPOSAL DUE:

12:00 NOON
JANUARY 7, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

PROPOSAL FORMS

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 N/A
- (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 N/A

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 _____

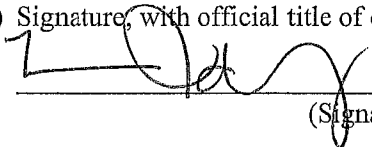
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted T.B. Penick & Sons, Inc.

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



(Signature)

Fernando Idiaquez

(Printed Name)

Senior Estimator

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 15435 Innovation Drive, Suite 100

(5) City and State San Diego, California Zip Code 92128

(6) Telephone No. (858) 558-1800 Facsimile No. (858) 558-1831

(7) Email Address Fernando@tbpenick.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 B, A, C-8, C27, C15, ASB

LICENSE NO. 185381 EXPIRES May 31, 2016

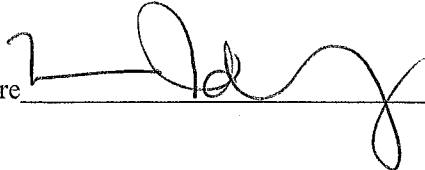
This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): 95-0050105

E-Mail Address: Fernando@tbpenick.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 Senior Estimator

SUBSCRIBED AND SWORN TO BEFORE ME, THIS See attached Notary form DAY OF _____, _____.

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

(NOTARIAL SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

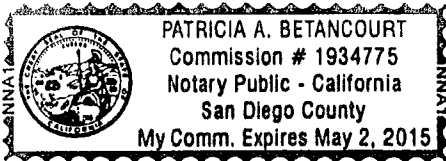
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Diego

Subscribed and sworn to (or affirmed) before me
 on this 6th day of January, 2015,
 by Date Month Year

(1) Fernando Idiazuez

(and (2) _____),
 Name(s) of Signer(s)



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

Signature Patricia A. Betancourt
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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.

Fernando Idiaquez, being first duly sworn, deposes and says that he or she is Senior Estimator 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: [Signature]
Title: Senior Estimator

Subscribed and sworn to before me this [blank] day of [blank], 20[blank]
Notary Public

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____

Signature of Document Signer No. 2 (if any) _____

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

State of California
 County of San Diego

Subscribed and sworn to (or affirmed) before me
 on this 6th day of January, 2015,
 by _____
 Date Month Year

(1) Fernando Idiazquez

 (and (2) _____),
 Name(s) of Signer(s)



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

Signature Patricia A. Betancourt

 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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.

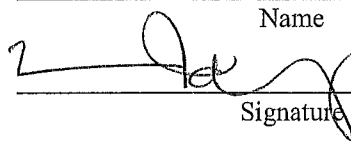
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- 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

Contractor Name: T.B. Penick & Sons, Inc.

Certified By Fernando Idiaquez Title Senior Estimator


 Name
 Signature

Date January 7, 2015

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 INFORMATION

Company Name: T.B. Penick & Sons, Inc.	Contact Name: Fernando Idiaquez
Company Address: 15435 Innovation Drive, Suite 100	Contact Phone: (858) 558-1800
San Diego, California 92128	Contact Email: Fernando@tbpenick.com

CONTRACT INFORMATION

Contract Title: Mira Mesa Community Park - Expansion Phase I - Build Contract	Start Date: 3-10-15
Contract Number (if no number, state location): RFP # K-15-1235-DBI-3	End Date: 3-25-16

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

Fernando Idiaquez / Senior Estimator _____ Jan. 7, 2015
 Name/Title of Signatory _____ Signature _____ Date _____

FOR OFFICIAL CITY USE ONLY

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

PROPOSAL FORMS

Design-Build Proposal

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 **Mira Mesa Community Park - Expansion Phase I 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.

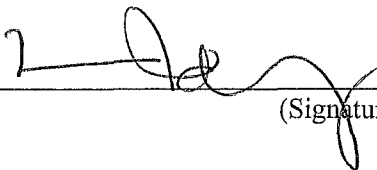
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract 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: January 7, 2015

The Design-Builder: T.B. Penick & Sons, Inc.

By:  _____
(Signature)

Title: Senior Estimator

PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Mira Mesa Community Park - Expansion Phase I Design - Build Contract**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of the Contract Document. The duration of the 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	Extension
PHASE IA, PHASE IB							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$70,588
2	541330	Engineering and Design Services, Phase I A	1	D	LS	 	\$496,096
3	237990	Field Construction, Phase I A	1		LS	 	\$6,558,316
4	541330	Storm Water Pollution Prevention, Phase IA	1		LS	 	\$75,000
5	237990	Development Services Department Permit Fees, See Section 7-5 – Type I	1		AL	 	\$300,000
6		City Contingency – Type II	1		AL	 	\$1,500,000
PHASE IA subtotal (Maximum \$9,000,000)							\$9,000,000
1	541330	Engineering and Design Services, Phase I B	1	D	LS	 	\$174,304
2	237990	Field Construction, Phase IB	1		LS	 	\$3,175,696
3	541330	Storm Water Pollution Prevention, Phase I B	1		LS	 	\$50,000
Phase IB subtotal							\$3,400,000
TOTAL DESIGN-BUILD PROPOSAL ITEMS NO 1 THROUGH 6 PHASE I A, PLUS ITEMS 1 THROUGH 3 PHASE IB:							\$12,400,000

* Design Element (For City Use)

PROPOSAL FORMS

Total Price For Design-Build Proposal, (Items 1 through 6 Phase IA, PLUS Items 1 through 3 Phase IB, inclusive) amount written in words:

Twelve Million Four Hundred Thousand

Design-Builder: T.B. Penick & Sons, Inc.

Title: Senior Estimator

Signature: [Handwritten Signature]

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

Fernando Idiaquez - MANAGER	TIM PENICK - SECRETARY
Owen Bingham - MANAGER	TIM PENICK - TREASURER

IMPORTANT NOTICE: If Design-Builder 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 Design-Builder or other interested person is an individual, state first and last names in full.

PROPOSAL FORMS

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 6 of the RFP will be determined as checked below by the City based on the Base Proposal alone.
- B. 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.
- C. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- D. 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.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR 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: <u>Jeff Katz Architecture</u> Address: <u>6353 Del Cerro Blvd</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92120</u> Phone: <u>619 698 9177</u> Email: <u>jeff@jeffkatzarchitecture.com</u>	Designer	C018223	Architecture	\$91,000			
Name: <u>ASR Landscape Architect</u> Address: <u>5605 Lauretta Street</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92110</u> Phone: <u>619-992-8196</u> Email: <u>andrew@asrla.com</u>	Designer	E17320	Landscape Architecture	\$158,400	ELBE	City of San Diego	N/A

ⓐ 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 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR 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 ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Rick Engineering Address: 5620 Friars Rd City: San Diego State: CA Zip: 92110 Phone: 619-291-0707 Email: mwhile@rickengineering.com	Designer	Professional Civil Engineer License CE49685	Civil Engineering	\$213,500	OBE	N/A	N/A
Name: ELEN Consulting Address: 9150 Chesapeake City: San Diego State: CA Zip: 92123 Phone: 619-550-1085 Email: dnathanson@elensonsulting.com	Designer	E17320	Electrical Engineer	\$25,000	SBE	CA Federal	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

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR 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: <u>QSB Construction</u> Address: <u>365 W. Second Ave. Ste 2515</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92025</u> Phone: <u>858-600-1748</u> Email: <u>estimating@qsbconstruction.com</u>	Constructor	956107	Concrete	\$855,561	MBE, WBE ELBE, SBE VOSB		
Name: <u>Salzano Engineering</u> Address: <u>1282 Greenfield Dr</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-593-9592</u> Email: <u>salzanoeng@hotmail.com</u>	Constructor	701945	UG Utilities	\$781,325	DBE SLBE	City of San Diego	N/A

ⓐ 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 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR 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: <u>Surface America</u> Address: <u>PO Box 157</u> City: <u>Williamsville</u> State: <u>NY</u> Zip: <u>14231</u> Phone: <u>716-632-8413</u> Email: <u>dmr@surfam.com</u>	Constructor	858674	Rubberized Surfacing	\$320,780			
Name: <u>Gary C. Groshon</u> Address: <u>37 Floramar</u> City: <u>RSM</u> State: <u>CA</u> Zip: <u>92688</u> Phone: <u>949-292-3373</u> Email: <u>playgroundanalysts@cox.net</u>	Constructor	CPSI 14857-0415	Playground Inspector/ Surface Testing	\$1,225			

ⓐ 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 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR 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 ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Western Gardens Landscape</u> Address: <u>4616 Pannonia Rd</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92008</u> Phone: <u>760-720-1459</u> Email: <u>greg@westerngardens.net</u>	Constructor	C27-662550	Landscape	\$1,046,694	SLBE	City of SAN DIEGO	N/A
Name: <u>USA Shade</u> Address: <u>1085 N. Main St. Ste C</u> City: <u>Orange</u> State: <u>CA</u> Zip: <u>92867</u> Phone: <u>714-241-5521</u> Email: <u>bivey@usa-shade.com</u>	Constructor	989458	Shade Structures	\$327,000			

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.

BIDDING DOCUMENTS

**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	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
N/A	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

① As appropriate, Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

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

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE

(Rev. May 2011)

Form Number: AA10

Project Title: Mira Mesa Community Park - Expansion Phasel Design - Build Contract

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	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Coast Recreation</u> Address: <u>601 7th Street S.</u> City: <u>Delano</u> State: <u>MN</u> Zip: <u>55328</u> Phone: <u>763-972-3391</u> Email: <u>elaineharkess@playlsi.com</u>	Supplier	\$113,609	YES	NO		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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.

City of San Diego



Small Local Business Enterprise Certification

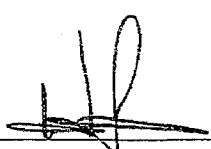
Western Gardens Landscaping, Inc.

Small Local Business Enterprise (SLBE)
Specialty Construction (NAICS: 561730, 541320)

Certification Number: 13WGO811

Effective Date: 09/14/2014

Expiration Date: 09/14/2016


Henry Foster III
Equal Opportunity Contracting
Program Manager

City of San Diego



Small Local Business Enterprise Certification

QSB Construction

***Emerging Local Business Enterprise (ELBE)
Construction***

(NAICS:237310,238110,238990,238190,238120)
Certification Number: 13QCo829

Effective Date: 03/28/14

Expiration Date: 03/28/2016



Henry Foster III
Equal Opportunity Contracting
Program Manager

City of San Diego



**Small Local Business Enterprise
Certification**

Salzano Engineering, Inc.


Emerging Local Business Enterprise (ELBE)

General Construction (NAICS: 237990, 237110, 221310)

Certification Number: 10SE0267

Effective Date: 12/08/2014

Expiration Date: 12/08/2016


Henry Foster III
Equal Opportunity Contracting
Program Manager

City of San Diego



Small Local Business Enterprise Certification


ASRLA, Inc. DBA ASR Landscape Architecture

Emerging Local Business Enterprise (ELBE)
Professional Services (NAICS: 541320)

Certification Number: 14AA1166

Effective Date: 11/18/2014

Expiration Date: 11/18/2016


Henry Foster III
Equal Opportunity Contracting
Program Manager