

# City of San Diego

**CONTRACTOR'S NAME:** LDCO, Inc. \_\_\_\_\_  
**ADDRESS:** 5155 35th Street, San Diego, CA 92116 \_\_\_\_\_  
**TELEPHONE NO.:** 619-607-4604 \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_  
**CITY CONTACT:** Abel Martinez, Contract Specialist, Email: [MartinezAbel@sandiego.gov](mailto:MartinezAbel@sandiego.gov) \_\_\_\_\_  
Phone No. (619) 533-5270 \_\_\_\_\_  
M. Calleran / M. Antwan / K. Vary \_\_\_\_\_

## PROPOSAL DOCUMENTS



## FOR OFC. JEREMY HENWOOD PARK PLAY AREA REPLACEMENT

RFP NO.: \_\_\_\_\_ **K-26-2461-DB1-3** \_\_\_\_\_  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ **S-25004** \_\_\_\_\_  
CLIENT DEPARTMENT: \_\_\_\_\_ **1714** \_\_\_\_\_  
COUNCIL DISTRICT: \_\_\_\_\_ **9** \_\_\_\_\_  
PROJECT TYPE: \_\_\_\_\_ **GA** \_\_\_\_\_

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

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

**PROPOSALS DUE:**

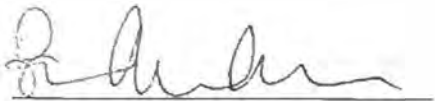
**2:00 PM  
May 5, 2026**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**DEPUTY CITY ENGINEER**

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

  
\_\_\_\_\_  
For City Engineer

3/13/26  
Date

Seal:



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# REQUEST FOR PROPOSAL

## 1. INTRODUCTION AND PROJECT OVERVIEW

### 1.1 SOLICITATION

- 1.1.1 This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **Ofc. Jeremy Henwood Park Play Area Replacement** Design-Build project.
- 1.1.2 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 all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.
- 1.1.3 Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.
- 1.1.4 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.
- 1.1.5 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.
- 1.1.6 The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.1.7 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 may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

- 2. **SUMMARY OF WORK:** This is the City's solicitation process to acquire Design-Build services for a Design-Build project to provide improvements to the existing Officer Jeremy Henwood Park Play Area. Improvements include replacement of the 2-5 year-old and 5-12 year-old playgrounds with associated appurtenances, installation of a new fitness area, conversion of a turf area to shrubs with irrigation modifications, ADA accessibility improvements on Wightman St (parking and ramps), and from the two playgrounds to the restroom and Fairmont Avenue and accessibility improvements to and within the restroom. For additional information refer to Attachment A.

3. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors' List. For information regarding the Contractors Prequalified list, visit the City's web site: <http://www.sandiego.gov>.
4. **PROPOSAL DUE DATE AND TIME ARE: May 5, 2026 at 2:00 PM.**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$2,900,000.00**
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **CONTRACT PERIOD:** The Project, including the Plant Establishment Period, shall be completed within **310 Working Days** from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **RESERVED.**
10. **PRE-PROPOSAL MEETING AND PRE-PROPOSAL SITE VISIT:**

**10.1 ONLINE PRE-PROPOSAL MEETING:**

Prospective Bidders are **Required** to attend the Pre-Proposal Meeting.

**Failure to attend the Pre-Proposal Meeting will result in the Bidder's Bid being deemed non-responsive.**

**Bidders will not be admitted after the specified start time of the Meeting.**

The Pre-Proposal Meeting will be held on **Wednesday, April 8, 2026, at 10:00 AM (PST)** at:

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

**Meeting ID:** 252 491 525 096 4

**Passcode:** T58nv73t

**Dial in by phone**

[+1 945-468-5511](tel:+19454685511), [161113508#](tel:+161113508) United States, Dallas

[Find a local number](#)

**Phone Conference ID:** 161 113 508#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

**Please Note:** You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

- 10.2 PRE-PROPOSAL SITE VISIT:** All those wishing to submit a proposal are **encouraged** to visit the Work Site with the Engineer. The purpose of the Site Visit is to acquaint Proposers with the Site conditions. To request a sign-language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division, at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Proposal Site Visit is scheduled as follows:

**Time: 10:00 AM**  
**Date: Wednesday, April 15, 2026**  
**Location: 4455 Wightman St, San Diego, CA 92105**

- 11. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

- 11.1.** 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            | <b>1.9%</b> |
| 2. ELBE participation            | <b>1.9%</b> |
| 3. Total mandatory participation | <b>3.8%</b> |

- 11.2.** The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.

- 11.3.** The Proposal will be declared **non-responsive** if the Proposer fails to meet the following mandatory requirements:

**11.3.1.** Attend the Pre-Proposal Meeting as described herein.

**11.3.2.** Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document. OR

**11.3.3.** Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

**12. SELECTION AND AWARD SCHEDULE:**

**12.1** The City anticipates that the process for selecting a Design-Builder and awarding the contract will be according to the following tentative schedule. Dates are subject to change:

|             |                            |                       |
|-------------|----------------------------|-----------------------|
| <b>12.2</b> | Pre-Proposal Meeting       | <b>April 8, 2026</b>  |
| <b>12.3</b> | Pre-Proposal Site Visit    | <b>April 15, 2026</b> |
| <b>12.4</b> | Proposal Due Date          | <b>May 5, 2026</b>    |
| <b>12.5</b> | Selection and Notification | <b>July 2026</b>      |
| <b>12.6</b> | Limited Notice to Proceed  | <b>September 2026</b> |

## INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

### 1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- 1.1. Contractors submitting a Proposal must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. If the applicant is a subsidiary of a parent company, the applicant may provide the consolidated audited financial statement of the parent company; provided, however, that the applicant submits a statement signed by a duly authorized representative of the parent company confirming that the parent company will guarantee the performance of any contract awarded to the applicant. The City may also require the parent company to execute a separate agreement with the City to guarantee the subsidiary's performance prior to executing any contract with the subsidiary.
- 1.3. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.4. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - 1.4.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - 1.4.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - 1.4.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - 1.4.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.5. Complete information and links to the on-line prequalification application are available at:

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

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: Proposals will be received in electronic format (eBids) EXCLUSIVELY** at the City of San Diego's electronic bidding (eBidding) site, at: <https://www.sandiego.gov/cip/bidopps/> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic proposal.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 2.5. **PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 2.6. **TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate files by the due date and time.
- 2.6.1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
- 2.6.2. The Price proposal, which should detail the cost structure and include any forms as required herein.
- 2.7. **RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

**2.8. PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.

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

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

### **3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT**

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

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

**3.3.** The Proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this proposal are true and correct.

**3.4.** Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.

**3.5.** The Proposer agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

**4. PROPOSALS ARE PUBLIC RECORDS:** 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's General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the

PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

## **5. EQUAL OPPORTUNITY CONTRACTING**

**5.1.** 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.

**5.2.** 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.

### **5.3. Design-Builder's Work Force**

**5.3.1.** The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.

**5.3.2.** If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements (see Attachment C, Equal Opportunity Contracting Program).

**5.3.3.** 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/>

### **5.4. Nondiscrimination Ordinance (Municipal Code §§ 22.2701-22.2708)**

**5.4.1.** The Design-Builder shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design-Builder 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.

**5.4.2.** This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.

**5.4.3.** As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints

filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

## **5.5. Contractor Registration and Electronic Reporting System**

**5.5.1.** Prior to the award of the Contract, the Design-Builder, Subcontractors, and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline, hosted by PlanetBids System. For additional information go to:

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

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

**5.5.3.** Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

<https://stage.prismcompliance.com/etc/vendortutorials.htm>

**5.5.3.1.** The City may retain progress payments if:

**5.5.3.2.** The non-registered Design-Builder, Subcontractors or Suppliers fail to register.

**5.5.3.3.** EOCP reporting is delinquent or inadequate.

**5.5.3.4.** Underpayment has occurred.

## **6. PRE-PROPOSAL ACTIVITIES**

### **6.1. Submission of Questions**

**6.1.1.** The Director (or designee) of the Purchasing & Contracting Department is the officer responsible for 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. All questions related to this solicitation shall be submitted to:

Abel Martinez, Contract Specialist at: [MartinezAbel@sandiego.gov](mailto:MartinezAbel@sandiego.gov)

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

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

**6.1.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

## **6.2. Revisions to the RFP**

The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site in the form of an addendum. No other responses to questions, oral or written, shall be of any force or effect with respect to this solicitation.

Any changes to the Contract Documents through addendum are made effective as though originally issued with the Proposal. The Design-Builders shall acknowledge the receipt of Addenda at the time of Proposal submission.

## **7. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK**

**7.1.** 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 Purchasing & Contracting Department, Public Works Division.

**7.2.** 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.

**8. CHANGES TO THE SCOPE OF WORK:** 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

**9. DESIGN SUBMITTALS:** 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.

**10. BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works construction unless specified otherwise in the Contract Documents.

**11. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

**11.1. TECHNICAL PROPOSAL REQUIREMENTS:** Technical Proposals submitted in response to this RFP shall be in the following order and shall include:

- Legal name of company.
- 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.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

**11.1.1.** The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8 1/2" 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.

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

**11.1.3.** 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.

**11.1.4.** Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

## **11.2. PRICE PROPOSAL REQUIREMENTS.**

**11.2.1.** A clearly marked, signed PDF of the TOTAL PRICE FOR DESIGN-BUILD PROPOSAL page is to be submitted within the Cost File in PlanetBids.

**11.2.2.** A completed Excel Price Proposal Sheet is to be submitted as a General Attachment in PlanetBids.

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

**11.2.4.** 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.

**11.2.5.** In the event of any 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.

**11.2.6.** The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

**11.2.7.** These are not to be included with the Technical Proposal. Refer to **Attachment H** of this RFP for any Price Proposal forms required to be used.

## **12. SELECTION CRITERIA AND SCORING**

**12.1.** An evaluation 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.

**12.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G.

**12.3.** The Panel will review all proposals received.

**12.4.** Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.

**12.5.** Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

## **13. SUBCONTRACTOR INFORMATION:**

**13.1. LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform

work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor - regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

**13.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

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

## 14. AWARD

- 14.1. After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- 14.2. The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. 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.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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).
- 14.6. 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 may 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.
- 14.7. To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

## 15. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 15.1. The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 15.2. **Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 15.3. **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.

- 15.4. 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.
- 15.5. Submittal of "Or Equal" Items.** See 4- 6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 15.6. Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "SELF-PERFORMANCE", 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.
- 15.7. 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.
- 15.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
  - 15.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - 15.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 15.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - 15.8.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - 15.8.5.** 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.
  - 15.8.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - 15.8.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 15.9. Prevailing Wage Rates Apply:** Refer to Attachment D.
- 15.10. Reference Standards:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

| Title  | Edition | Document Number |
|--|---------|-----------------|
| Standard Specifications for Public Works Construction ("The GREENBOOK") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>  | 2021    | ECPI010122-01   |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a> | 2021    | ECPI010122-02   |

| Title  | Edition | Document Number |
|--|---------|-----------------|
| City of San Diego Standard Drawings*<br><a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>  | 2021    | ECPI010122-03   |
| Citywide Computer Aided Design and Drafting (CADD) Standards<br><a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>  | 2018    | PWPI010119-04   |
| California Department of Transportation (CALTRANS) Standard Specifications<br><a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>  | 2023    | ECPD092023-05   |
| CALTRANS Standard Plans<br><a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>   | 2023    | ECPD092023-06   |
| California Manual on Uniform Traffic Control Devices Revision 9 (CA MUTCD Rev 9)<br><a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>  | 2014    | ECPD080725-07   |
| <p><b>NOTE:</b>           *Available online under Engineering Documents and References at:<br/><a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p> |         |                 |

**16. ADDITIVE DEDUCTIVE ALTERNATES:**

**16.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project’s budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

Bond No. 7675705  
Premium: \$23,389.00

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

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

LDCO, Inc., a corporation, as principal, and Fidelity and Deposit Company of Maryland, 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 **Three Million One Hundred Thirty One Thousand Eighty Dollars and Zero Cents (\$3,131,080.00)** for the faithful performance of the annexed contract, and in the sum of **Three Million One Hundred Thirty One Thousand Eighty Dollars and Zero Cents (\$3,131,080.00)** for the benefit of laborers and materialmen designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

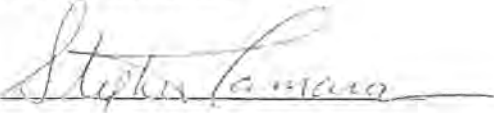
The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

CONTRACTOR LDCO, Inc.

THE CITY OF SAN DIEGO

By: 

By: 

Print Name: LUAN SAUTI

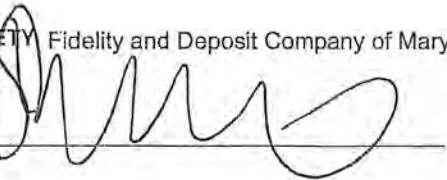
Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

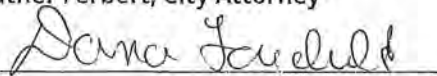
Date: 06/02/2026

Date: 6/17/2026

SURETY Fidelity and Deposit Company of Maryland

APPROVED AS TO FORM  
Heather Ferbert, City Attorney

By: 

By: 

Print Name: Shaunna Rozelle Ostrom  
Attorney-In-Fact

Print Name: Dana Fairchild  
Deputy City Attorney

Date: May 29th, 2026

Date: 6/24/2026

777 South Figueroa Street, Suite 3900, Los Angeles, CA 90017

Local Address of Surety

(213) 270-0600

Local Phone Number of Surety

\$23,389.00

Premium

7675705

Bond Number

## ACKNOWLEDGMENT

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

State of California  
County of Orange )

On 05/29/2026 before me, Christian Hodson, Notary Public  
(insert name and title of the officer)

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

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

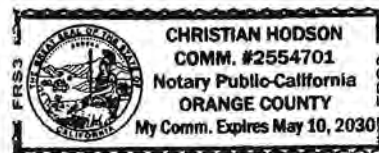
WITNESS my hand and official seal.

Signature



Christian Hodson

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Stephanie MCCLAIN, Dwight REILLY, Frank MORONES, Arturo AYALA, Shauna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Adrian LANGRELL, Magdalena R. WOLFE, Robert WOOD of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of March, A.D. 2026.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*Thomas O. McClellan*

By: *Thomas O. McClellan*  
Vice President

*Daniel Lutes*

By: *Daniel Lutes*  
Secretary

**State of Maryland  
County of Baltimore**

On this 30th day of March, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

Genevieve M. Maison  
Notary Public  
My Commission Expire January 27, 2029



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of May, 2026.



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## ATTACHMENTS

**ATTACHMENT A**

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

## PROJECT DESCRIPTION, SCOPE OF WORK, AND BRIDGING DOCUMENTS

- 1. PROJECT DESCRIPTION:** The City of San Diego has been working with the City Heights Community and the City Heights Community Recreation Group to develop conceptual plans for improvements to the existing Officer Jeremy Henwood Memorial Park. The public outreach concluded with approval of concepts for upgrades to the play area for 2–5-year-olds, the play area for the 5–12-year-olds and for an Adult Fitness Area
- 2. SCOPE OF WORK:** This project is to provide for the design and construction of upgrades at the existing Officer Jeremy Henwood Memorial Park. The proposed project will replace the existing children’s play areas and associated amenities, including play structures, seating, lighting, fencing, drainage and approximately 9,040 square feet of safety surfacing. The project would also install an Adult Fitness area with fitness equipment and approximately 2,100 square feet of safety surfacing. Additional improvements would include replacement of turf with ornamental landscaping, irrigation upgrades, and ADA accessibility improvements, such as comfort station amenities, path-of-travel upgrades, curb ramp installation and replacement, potentially concrete sidewalk replacement, and parking restriping.

The minimum required Scope of Work for this Proposal shall include the following:

- Demolition, removal, and replacement of the 2–5-year-olds play area. Improvements are to include the play structures as shown in the approved Concept Plan, seating, lighting, fencing, drainage, approximately 4700 square feet of rubber safety surfacing and all other associated appurtenances.
- Determining, designing, and constructing all required path of travel upgrades necessary for this area to comply with the Americans with Disabilities Act (ADA), including but not limited to, access to Wightman Street and to the restroom building. An accessibility plan shall be prepared and submitted for review and approval by the City.
- Determining, designing, permitting, and constructing all required accessibility upgrades necessary for the bathroom to comply with the ADA.
- Removing turf and replacing it with ornamental shrubs and adjusting the existing irrigation system accordingly. A set of planting plans shall be prepared identifying all plant types to be used. The plans shall be submitted for review and approval by the City.

Additive Alternate 1 for this Proposal shall include the following:

- Demolition, removal, and replacement of the 5–12-year-olds play area. Improvements are to include the play structures as shown in the approved Concept Plan and Renderings, seating, lighting, drainage, approximately 4300 square feet of rubber safety surfacing and all other associated appurtenances.
- Determining, designing, and constructing all required path of travel upgrades necessary for this area to comply with the ADA, including but not limited to, access to Fairmount Avenue and to the restroom building.
- Designing and constructing an Adult Fitness area as shown in the approved Concept Plan with approximately 1600 square feet of rubber safety surfacing and all other associated appurtenances.

**3. BRIDGING DOCUMENTS:**

The following is a list of Bridging Documents:

1. 2-5 PLAYGROUND CONCEPT PLAN HENWOOD PARK – included in Exhibit A of this attachment.
2. 2-5 PLAYGROUND EQUIPMENT HENWOOD PARK – included in Exhibit B of this attachment.
3. 5-12 PLAYGROUND CONCEPT PLAN HENWOOD PARK – included in Exhibit C of this attachment.
4. 5-12 PLAYGROUND EQUIPMENT HENWOOD PARK – included in Exhibit D of this attachment.
5. Topographic survey files that cover the entire project area, please refer to the link below:

[https://ecpfiles.sandiego.gov/CIP\\_Contracts/K-26-2461-DB1-3/Original%20Solicitation%20Documents.zip](https://ecpfiles.sandiego.gov/CIP_Contracts/K-26-2461-DB1-3/Original%20Solicitation%20Documents.zip)

4. The Work shall be performed in accordance with:

- 4.1. The Work shall be performed in accordance with:

- 4.1.1. The Request For Proposal and **Attachment A – Project Description, Scope of Work, and Bridging Documents**, inclusive.

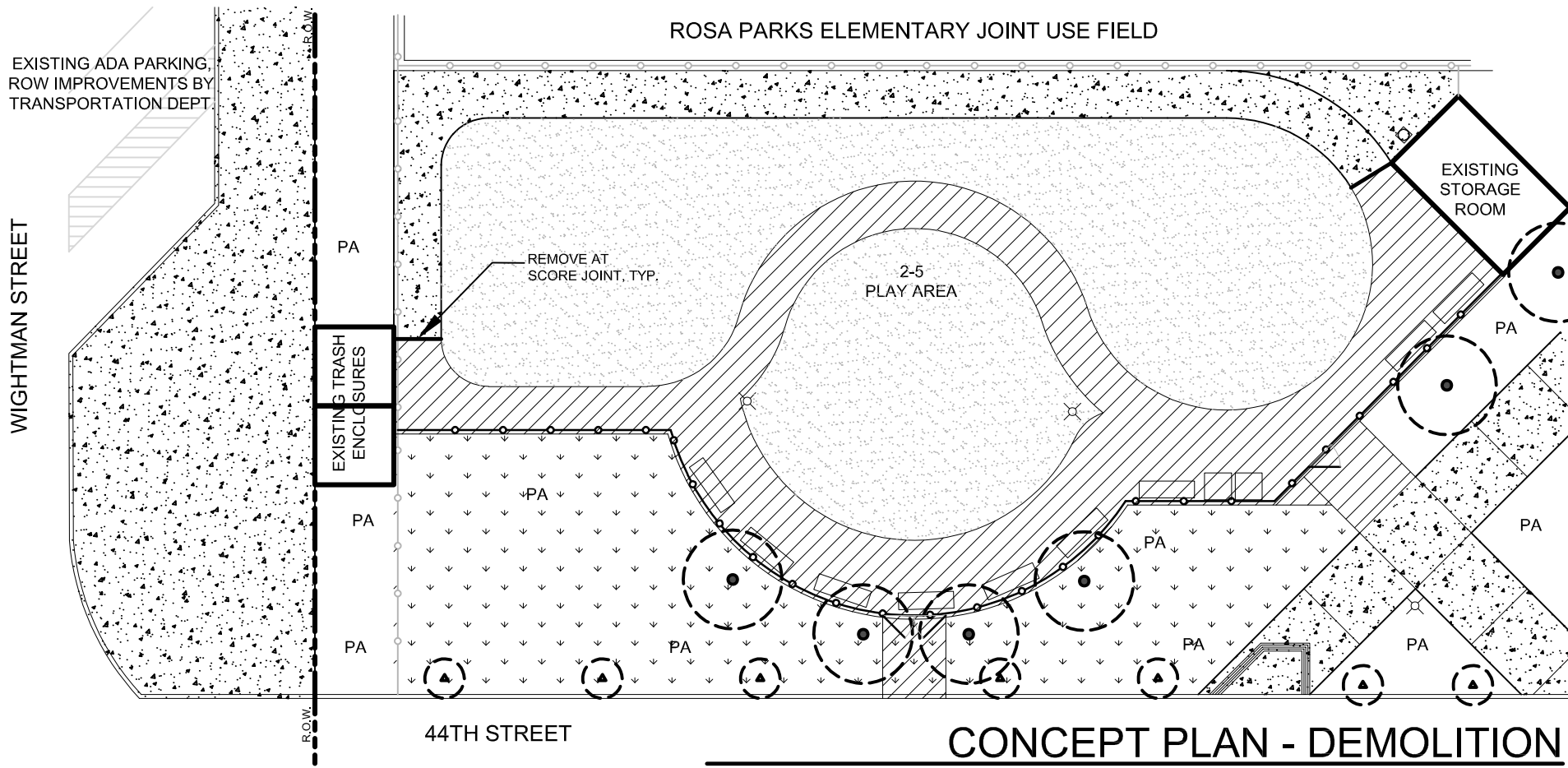
5. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E - Location Map**

**EXHIBIT A**

**2-5 PLAYGROUND CONCEPT PLAN HENWOOD PARK**

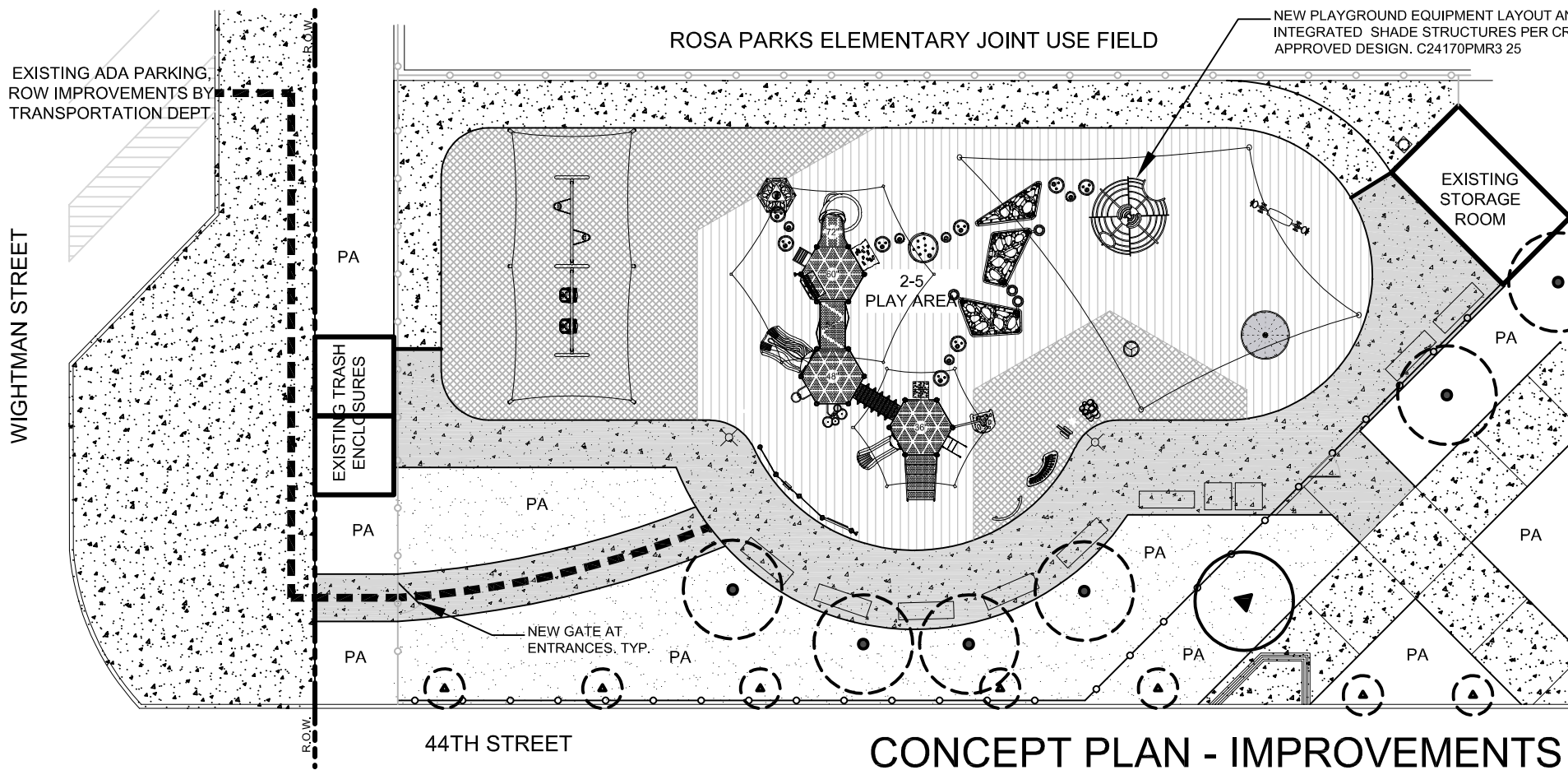
ROSA PARKS ELEMENTARY JOINT USE FIELD



LEGEND - DEMOLITION

| SYMBOL | DESCRIPTION  |
|--------|--|
|        | EXISTING CONCRETE, PROTECT IN PLACE                        |
|        | EXISTING CONCRETE, TO BE REMOVED                           |
|        | EXISTING SAND, TO BE REMOVED                               |
|        | EXISTING GRASS, TO BE REMOVED                              |
|        | EXISTING TREES, PROTECT IN PLACE                           |
|        | EXISTING TRASH AND RECYCLING RECEPTACLES, PROTECT IN PLACE |
|        | EXISTING CONCRETE BENCH, TO BE REPLACED                    |
|        | EXISTING DRINKING FOUNTAIN, TO BE REPLACED                 |
|        | EXISTING LIGHT POST  |
|        | EXISTING CONCRETE CURB, PROTECT IN PLACE                   |
|        | EXISTING FENCE, PROTECT IN PLACE                           |
|        | EXISTING FENCE, TO BE REMOVED                              |

ROSA PARKS ELEMENTARY JOINT USE FIELD



LEGEND - IMPROVEMENTS

| SYMBOL | DESCRIPTION  |
|--------|--|
|        | CONCRETE, MATCH EXISTING                             |
|        | POURED IN PLACE RUBBER SURFACING COLOR: LIGHT PURPLE |
|        | POURED IN PLACE RUBBER SURFACING COLOR: LIGHT BLUE   |
|        | SHRUB PLANTING AREA                                  |
|        | TREE   |
|        | CONCRETE BENCH                                       |
|        | DRINKING FOUNTAIN                                    |
|        | EXISTING LIGHT POST                                  |
|        | 4' HIGH FENCE  |
|        | ACCESSIBLE PATH OF TRAVEL                            |

OFFICER JEREMY HENWOOD MEMORIAL PARK  
2-5 PLAYGROUND RENOVATION  
CONCEPT PLAN



**EXHIBIT B**

**2-5 PLAYGROUND EQUIPMENT HENWOOD PARK**



COLOR PALETTE:

MANUFACTURERS:

or approved equal

PROJECT:

## HENWOOD PARK PLAYGROUND

SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY:

ALEX BERON  
 MARCH 14, 2025  
 DRAWING# C24170PMR3 25  
 PROJECT# 24008071

DESIGNED FOR:

AGES  
**2-5**

since 1979

**dave bang**   
 associates inc.  
 ▶ park+playground outfitters

or approved equal



COLOR PALETTE:

MANUFACTURERS:

or approved equal

PROJECT:

# HENWOOD PARK PLAYGROUND

SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY:

ALEX BERON  
 MARCH 14, 2025  
 DRAWING# C24170PMR3 25  
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DESIGNED FOR:

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COLOR PALETTE:

MANUFACTURERS:

or approved equal

PROJECT:

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SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY:

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 MARCH 14, 2025  
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or approved equal



COLOR PALETTE:

MANUFACTURERS:

or approved equal

PROJECT:

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SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY:

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DESIGNED FOR:

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since 1979

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associates inc.

park+playground outfitters

or approved equal



COLOR PALETTE:

MANUFACTURERS:

PLAYWORLD<sup>®</sup>

or approved equal

PROJECT:

# HENWOOD PARK PLAYGROUND

SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY:

ALEX BERON

MARCH 14, 2025

DRAWING# C24170PMR3 25

PROJECT# 24008071

DESIGNED FOR:

AGES

# 2-5

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COLOR PALETTE:

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MANUFACTURERS:

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or approved equal



## SELECTED COLORS

POST: COBALT

COMPONENT 1: LIME

COMPONENT 2: ORANGE

ROTOMOLDED PLASTIC 1: SKY

ROTOMOLDED PLASTIC 2: LAVENDER

SHEET PLASTIC 1: PLUM

SHEET PLASTIC 2: LIME

2-TONE PLASTIC: PLUM/SAND

2-TONE PLASTIC 2: LIME/SAND

ROPE: BLACK

ECO-ARMOR: GRAY

### MODIFIED COLORS LISTED BELOW

SPIRAL SLIDE, PLAYCUBE, (1) MOD POD: LAVENDER

1 MOD POD, DOUBLE SLIDE& ADA SEAT : TEAL

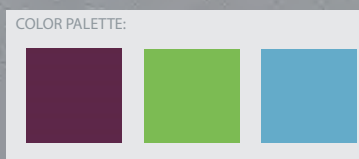
SMALL STEPPERS: LIME

36" SHADE: ZESTY LIME      60" SHADE: TURQUOISE

LARGE STEPPERS,      3) MEDIUM STEPPERS: ORANGE

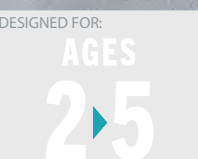
5) MEDIUM STEPPER: TROPICAL YELLOW

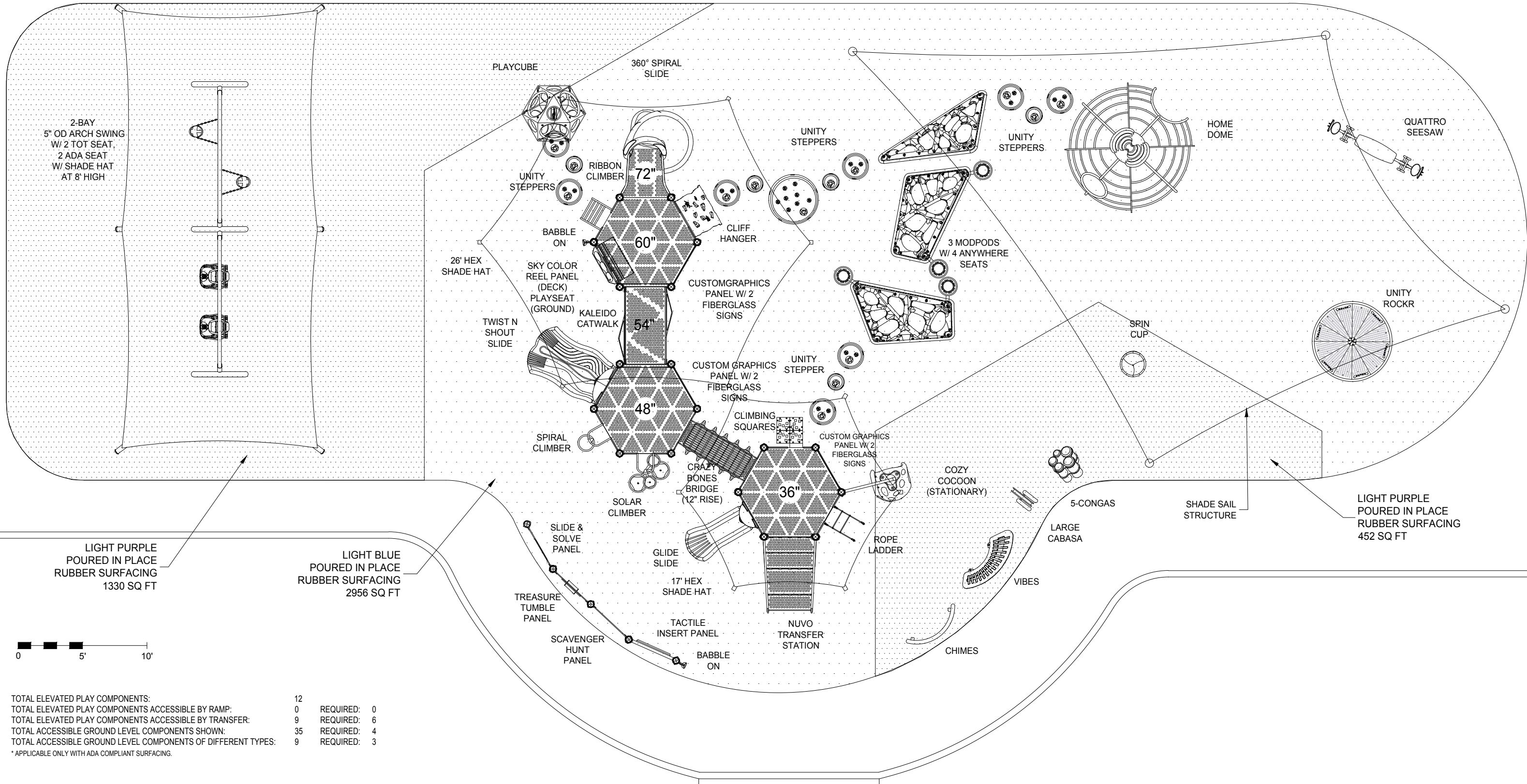
SPIN CUP/ HOMEDOME ROTO: PLUM



PROJECT: **HENWOOD PARK PLAYGROUND**  
SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY:  
ALEX BERON  
MARCH 14, 2025  
DRAWING# C24170PMR3 25  
PROJECT# 24008071





|  |    |           |   |
|--|----|-----------|---|
| TOTAL ELEVATED PLAY COMPONENTS:                              | 12 |           |   |
| TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY RAMP:           | 0  | REQUIRED: | 0 |
| TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY TRANSFER:       | 9  | REQUIRED: | 6 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN:              | 35 | REQUIRED: | 4 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS OF DIFFERENT TYPES: | 9  | REQUIRED: | 3 |

\* APPLICABLE ONLY WITH ADA COMPLIANT SURFACING.

PLAY STRUCTURE AND LAYOUT OF THE COMPONENTS CONFORM TO  
 ASTM F1487-21 AND CPSC #325 GUIDELINES AND CCR TITLE 22,  
 DIVISION 4 CHAPTER 22.  
 CRITICAL FALL HEIGHT OF OVERALL PLAY AREA: 96"

PROJECT

# HENWOOD PARK PLAYGROUND

SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY:  
 ALEX BERON  
 MARCH 13, 2025  
 DRAWING # C24170PMR3 25  
 PROJECT # 24008071

DESIGNED FOR  
 AGES  
 2-5

since 1979

**dave bang** associates inc.

park playground outfitters

# Henwood Park

Design Number: C24170PMR3 25 - Bill Of Material

| Ref. No.                       | Part No. | Description   | Quantity |
|--------------------------------|----------|---|----------|
| <b>Posts</b>                   |          |   |          |
| 1                              | ZZPM0026 | 5in OD X 132in STEEL POST W/ RIVETED CAP                | 4        |
| 2                              | ZZPM0036 | 5in OD X 144in STEEL POST W/ RIVETED CAP                | 2        |
| 3                              | ZZPM0357 | 5in x 84in STEEL POST w/CAP                             | 5        |
| 4                              | ZZPM0386 | 5in OD x 198in LARGE SHADE HAT POST- (48in & 60in DECK) | 6        |
| 5                              | ZZPM0387 | 5in OD x 222in LARGE SHADE HAT POST- (72in & 84in DECK) | 6        |
| <b>Decks &amp; Kick Plates</b> |          |   |          |
| 6                              | ZZPM0619 | HEX COATED DECK ASSEMBLY                                | 3        |
| <b>ADA Items</b>               |          |   |          |
| 7                              | ZZPM0683 | NUVO- 36in TRANSFER STATION                             | 1        |
| <b>Decks &amp; Kick Plates</b> |          |   |          |
| 8                              | ZZPM2530 | 12in DECK TO DECK KICK PLATE                            | 1        |
| <b>Slides</b>                  |          |   |          |
| 9                              | ZZPM2727 | TWIST AND SHOUT (48in DECK)                             | 1        |
| <b>Decks &amp; Kick Plates</b> |          |   |          |
| 10                             | ZZPM2805 | ENTRY SUPPORT BRACKET                                   | 2        |
| <b>Slides</b>                  |          |   |          |
| 11                             | ZZPM3127 | GLIDE SLIDE (36in DECK)                                 | 1        |
| 12                             | ZZPM3537 | SLIDE- NUVO 360 SPIRAL SLIDE                            | 1        |
| <b>Activity Panels</b>         |          |   |          |
| 13                             | ZZPM4458 | TREASURE TUMBLE PANEL (GROUND LEVEL)                    | 1        |
| <b>Audible Activities</b>      |          |   |          |
| 14                             | ZZPM4467 | GROUND TO GROUND BABBLE-ON                              | 1        |
| <b>Activity Panels</b>         |          |   |          |
| 15                             | ZZPM4547 | SCAVENGER HUNT (GROUND LEVEL)                           | 1        |
| 16                             | ZZPM4570 | PLAYSEAT  | 1        |
| 17                             | ZZPM4672 | PM PANEL FRAME- GROUND LEVEL                            | 1        |
| <b>Roofs &amp; Arches</b>      |          |   |          |
| 18                             | ZZPM4714 | 17ft HEX HAT SHADE                                      | 1        |
| 19                             | ZZPM4715 | 26ft HEX HAT SHADE                                      | 1        |
| <b>Activity Panels</b>         |          |   |          |
| 20                             | ZZPM4808 | OVAL INSERT PANEL (GROUND LEVEL)                        | 1        |
| <b>Custom Graphics</b>         |          |   |          |
| 21                             | ZZPM4888 | CUSTOM GRAPHIC DECK LEVEL W/ 2 FIBERGLASS SIGNS         | 3        |
| <b>Activity Panels</b>         |          |   |          |
| 22                             | ZZPM6086 | DECK MOUNT SKY PANEL FOR ACTIVITY INSERT                | 1        |
| <b>Bridges</b>                 |          |   |          |
| 23                             | ZZPM6381 | KALEIDOCROSSING CATWALK                                 | 1        |
| 24                             | ZZPM6478 | CRAZY BONES 6ft x 1ft RISE BRIDGE                       | 1        |
| <b>Climbers</b>                |          |   |          |
| 25                             | ZZPM6988 | CLIFF HANGER (INCLINED) (60in DECK)                     | 1        |
| 26                             | ZZPM7087 | CLIMBING SQUARES BLOCK CLIMBER (36in)                   | 1        |



# Henwood Park

Design Number: C24170PMR3 25 - Bill Of Material

| Ref. No.                  | Part No. | Description                      | Quantity |
|---------------------------|----------|----------------------------------|----------|
| 27                        | ZZPM7236 | ROPE LADDER- 36in DECK           | 1        |
| 28                        | ZZPM7658 | SOLAR CLIMBER (48in DECK)        | 1        |
| 29                        | ZZPM8150 | SPIRAL CLIMBER (48in DECK)       | 1        |
| 30                        | ZZPM8300 | RIBBON CLIMBER (60in DECK)       | 1        |
| <b>Balance</b>            |          |                                  |          |
| 31                        | ZZPM8606 | COZY COCOON- STATIONARY          | 1        |
| <b>Roofs &amp; Arches</b> |          |                                  |          |
| 32                        | ZZPM9727 | PM HEX HAT POST BRACES           | 2        |
| <b>Activity Panels</b>    |          |                                  |          |
| 33                        | ZZUN4678 | SLIDE & SOLVE INSERT             | 1        |
| 34                        | ZZUN4787 | TACTILE INSERT                   | 2        |
| 35                        | ZZUN6088 | COLOR REEL INSERT - SINGLE SIDED | 1        |
| <b>Climbers</b>           |          |                                  |          |
| 36                        | ZZUN6844 | MODPODS QUAD- TABLETOP 4ft (2-5) | 2        |
| 37                        | ZZUN6847 | MODPODS TRI- TABLETOP 4ft (2-5)  | 1        |
| <b>Balance</b>            |          |                                  |          |
| 38                        | ZZUN6861 | ANYWHERE SEAT                    | 4        |
| 39                        | ZZUN7136 | UNITY STEPPER - SMALL            | 5        |
| 40                        | ZZUN7137 | UNITY STEPPER - MEDIUM           | 8        |
| 41                        | ZZUN7138 | UNITY STEPPER - LARGE            | 1        |
| <b>Climbers</b>           |          |                                  |          |
| 42                        | ZZUN8727 | PLAYCUBE- GROUND LEVEL           | 1        |



# Henwood Park

Design Number: C24170PMR3 25 - Compliance and Technical Data

Reference Document: ASTM F1487

| Ref. No. | Part No. | Qty. | Description   | Unit ASTM Status | Total Weight (lbs) | Pre-Consumer Recycled Content (lbs) | Post-Consumer Content (lbs) | CO2e Footprint (kgs) | Users | Install Hours | Concrete (Yds3) | Active Play Events |
|----------|----------|------|---|------------------|--------------------|-------------------------------------|-----------------------------|----------------------|-------|---------------|-----------------|--------------------|
| 1        | ZZPM0026 | 4    | 5in OD X 132in STEEL POST W/ RIVETED CAP                | Certified        | 296.84             |                                     |                             | 434                  | 0     | 4.00          | 0.48            | 0                  |
| 2        | ZZPM0036 | 2    | 5in OD X 144in STEEL POST W/ RIVETED CAP                | Certified        | 161.82             |                                     |                             | 235                  | 0     | 2.00          | 0.26            | 0                  |
| 3        | ZZPM0357 | 5    | 5in x 84in STEEL POST w/CAP                             | Certified        | 265.15             |                                     |                             | 363                  | 0     | 5.00          | 0.60            | 0                  |
| 4        | ZZPM0386 | 6    | 5in OD x 198in LARGE SHADE HAT POST- (48in & 60in DECK) | Certified        | 681.60             |                                     |                             | 841                  | 0     | 6.00          | 0.00            | 0                  |
| 5        | ZZPM0387 | 6    | 5in OD x 222in LARGE SHADE HAT POST- (72in & 84in DECK) | Certified        | 764.40             |                                     |                             | 949                  | 0     | 6.00          | 0.00            | 0                  |
| 6        | ZZPM0619 | 3    | HEX COATED DECK ASSEMBLY                                | Certified        | 686.16             |                                     |                             | 1,913                | 24    | 6.00          | 0.00            | 0                  |
| 7        | ZZPM0683 | 1    | NUVO- 36in TRANSFER STATION                             | Certified        | 273.37             |                                     |                             | 418                  | 2     | 3.50          | 0.12            | 0                  |
| 8        | ZZPM2530 | 1    | 12in DECK TO DECK KICK PLATE                            | Certified        | 11.95              |                                     |                             | 20                   | 0     | 0.25          | 0.00            | 0                  |
| 9        | ZZPM2727 | 1    | TWIST AND SHOUT (48in DECK)                             | Certified        | 185.20             |                                     |                             | 662                  | 4     | 3.00          | 0.06            | 1                  |
| 10       | ZZPM2805 | 2    | ENTRY SUPPORT BRACKET                                   | Certified        | 33.88              |                                     |                             | 133                  | 0     | 1.00          | 0.00            | 0                  |
| 11       | ZZPM3127 | 1    | GLIDE SLIDE (36in DECK)                                 | Certified        | 111.54             |                                     |                             | 399                  | 2     | 1.50          | 0.03            | 1                  |
| 12       | ZZPM3537 | 1    | SLIDE- NUVO 360 SPIRAL SLIDE                            | Certified        | 680.00             |                                     |                             | 1,449                | 2     | 6.00          | 0.15            | 1                  |
| 13       | ZZPM4458 | 1    | TREASURE TUMBLE PANEL (GROUND LEVEL)                    | Certified        | 68.17              |                                     |                             | 925                  | 1     | 2.00          | 0.00            | 1                  |
| 14       | ZZPM4467 | 1    | GROUND TO GROUND BABBLE-ON                              | Certified        | 45.47              |                                     |                             | 248                  | 2     | 1.50          | 0.00            | 1                  |
| 15       | ZZPM4547 | 1    | SCAVENGER HUNT (GROUND LEVEL)                           | Certified        | 56.54              |                                     |                             | 590                  | 3     | 2.00          | 0.00            | 1                  |
| 16       | ZZPM4570 | 1    | PLAYSEAT  | Certified        | 51.03              |                                     |                             | 286                  | 3     | 0.50          | 0.00            | 1                  |
| 17       | ZZPM4672 | 1    | PM PANEL FRAME- GROUND LEVEL                            | Certified        | 47.44              |                                     |                             | 235                  | 0     | 1.00          | 0.00            | 0                  |
| 18       | ZZPM4714 | 1    | 17ft HEX HAT SHADE                                      | Certified        | 562.50             |                                     |                             | 1,990                | 0     | 10.00         | 0.12            | 0                  |
| 19       | ZZPM4715 | 1    | 26ft HEX HAT SHADE                                      | Certified        | 747.40             |                                     |                             | 3,737                | 0     | 10.00         | 0.25            | 0                  |
| 20       | ZZPM4808 | 1    | OVAL INSERT PANEL (GROUND LEVEL)                        | Certified        | 34.04              |                                     |                             | 275                  | 0     | 0.50          | 0.00            | 0                  |
| 21       | ZZPM4888 | 3    | CUSTOM GRAPHIC DECK LEVEL W/ 2 FIBERGLASS SIGNS         | Certified        | 295.11             |                                     |                             | 4,079                | 0     | 3.00          | 0.00            | 0                  |
| 22       | ZZPM6086 | 1    | DECK MOUNT SKY PANEL FOR ACTIVITY INSERT                | Certified        | 62.60              |                                     |                             | 241                  | 0     | 1.00          | 0.00            | 0                  |
| 23       | ZZPM6381 | 1    | KALEIDOCROSSING CATWALK                                 | Certified        | 318.80             |                                     |                             | 2,033                | 3     | 2.00          | 0.00            | 1                  |



# Henwood Park

Design Number: C24170PMR3 25 - Compliance and Technical Data

Reference Document: ASTM F1487

| Ref. No. | Part No. | Qty. | Description                                  | Unit ASTM Status | Total Weight (lbs) | Pre-Consumer Recycled Content (lbs) | Post-Consumer Content (lbs) | CO2e Footprint (kgs) | Users | Install Hours | Concrete (Yds3) | Active Play Events |
|----------|----------|------|--|------------------|--------------------|-------------------------------------|-----------------------------|----------------------|-------|---------------|-----------------|--------------------|
| 24       | ZZPM6478 | 1    | CRAZY BONES 6ft x 1ft RISE BRIDGE            | Certified        | 336.50             |                                     |                             | 2,081                | 2     | 4.00          | 0.00            | 1                  |
| 25       | ZZPM6988 | 1    | CLIFF HANGER (INCLINED) (60in DECK)          | Certified        | 156.60             |                                     |                             | 624                  | 2     | 2.50          | 0.06            | 1                  |
| 26       | ZZPM7087 | 1    | CLIMBING SQUARES BLOCK CLIMBER (36in)        | Certified        | 135.90             |                                     |                             | 437                  | 2     | 4.00          | 0.12            | 1                  |
| 27       | ZZPM7236 | 1    | ROPE LADDER- 36in DECK                       | Certified        | 63.60              |                                     |                             | 346                  | 1     | 2.00          | 0.06            | 1                  |
| 28       | ZZPM7658 | 1    | SOLAR CLIMBER (48in DECK)                    | Certified        | 115.87             |                                     |                             | 280                  | 2     | 1.50          | 0.03            | 1                  |
| 29       | ZZPM8150 | 1    | SPIRAL CLIMBER (48in DECK)                   | Certified        | 97.67              |                                     |                             | 219                  | 2     | 1.50          | 0.04            | 1                  |
| 30       | ZZPM8300 | 1    | RIBBON CLIMBER (60in DECK)                   | Certified        | 58.88              |                                     |                             | 139                  | 2     | 1.50          | 0.06            | 1                  |
| 31       | ZZPM8606 | 1    | COZY COCOON- STATIONARY                      | Certified        | 171.17             |                                     |                             | 553                  | 1     | 1.50          | 0.13            | 1                  |
| 32       | ZZPM9727 | 2    | PM HEX HAT POST BRACES                       | Certified        | 312.80             |                                     |                             | 989                  | 0     | 2.00          | 0.00            | 0                  |
| 33       | ZZUN4678 | 1    | SLIDE & SOLVE INSERT                         | Certified        | 17.61              |                                     |                             | 761                  | 2     | 0.25          | 0.00            | 1                  |
| 34       | ZZUN4787 | 2    | TACTILE INSERT                               | Certified        | 38.48              |                                     |                             | 472                  | 4     | 1.00          | 0.00            | 2                  |
| 35       | ZZUN6088 | 1    | COLOR REEL INSERT - SINGLE SIDED             | Certified        | 26.30              |                                     |                             | 461                  | 2     | 0.50          | 0.00            | 1                  |
| 36       | ZZUN6844 | 2    | MODPODS QUAD- TABLETOP 4ft (2-5)             | Certified        | 646.32             |                                     |                             | 827                  | 8     | 7.00          | 1.04            | 2                  |
| 37       | ZZUN6847 | 1    | MODPODS TRI- TABLETOP 4ft (2-5)              | Certified        | 257.90             |                                     |                             | 473                  | 3     | 3.00          | 0.39            | 1                  |
| 38       | ZZUN6861 | 4    | ANYWHERE SEAT                                | Certified        | 110.68             |                                     |                             | 440                  | 4     | 1.00          | 0.00            | 4                  |
| 39       | ZZUN7136 | 5    | UNITY STEPPER - SMALL                        | Certified        | 149.85             |                                     |                             | 345                  | 5     | 5.00          | 0.65            | 5                  |
| 40       | ZZUN7137 | 8    | UNITY STEPPER - MEDIUM                       | Certified        | 437.68             |                                     |                             | 1,160                | 8     | 8.00          | 1.04            | 8                  |
| 41       | ZZUN7138 | 1    | UNITY STEPPER - LARGE                        | Certified        | 128.05             |                                     |                             | 342                  | 4     | 2.00          | 0.00            | 1                  |
| 42       | ZZUN8727 | 1    | PLAYCUBE- GROUND LEVEL                       | Certified        | 151.62             |                                     |                             | 429                  | 4     | 1.50          | 0.12            | 1                  |
| 43       | ZZXX0065 | 1    | SPIN CUP                                     | Certified        | 57.21              |                                     |                             | 301                  | 1     | 2.00          | 0.12            | 1                  |
| 44       | ZZXX0193 | 1    | UNITY ROCKR                                  | Certified        | 497.20             |                                     |                             | 1,380                | 6     | 4.00          | 0.18            | 1                  |
| 45       | ZZXX0265 | 2    | INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL | Certified        | 22.62              |                                     |                             | 179                  | 2     | 0.50          | 0.00            | 2                  |
| 46       | ZZXX0365 | 1    | HOME DOME                                    | Certified        | 426.71             |                                     |                             | 1,862                | 8     | 8.50          | 0.33            | 1                  |
| 47       | ZZXX0596 | 1    | DUO SEE-SAW WITH BACKREST                    | Certified        | 210.02             |                                     |                             | 810                  | 2     | 3.00          | 0.12            | 1                  |
| 48       | ZZXX0662 | 1    | CONCERTO LARGE CABASA                        | Certified        | 78.46              |                                     |                             | 675                  | 1     | 1.50          | 0.26            | 1                  |
| 49       | ZZXX0665 | 1    | CONCERTO 5 CONGAS                            | Certified        | 72.50              |                                     |                             | 2,497                | 2     | 1.00          | 0.12            | 1                  |
| 50       | ZZXX0666 | 1    | CONCERTO VIBES                               | Certified        | 134.82             |                                     |                             | 3,188                | 1     | 2.00          | 0.26            | 1                  |



# Henwood Park

Design Number: C24170PMR3 25 - Compliance and Technical Data

Reference Document: ASTM F1487

| Ref. No.       | Part No. | Qty. | Description                                | Unit ASTM Status | Total Weight (lbs) | Pre-Consumer Recycled Content (lbs) | Post-Consumer Content (lbs) | CO2e Footprint (kgs) | Users      | Install Hours | Concrete (Yds3) | Active Play Events |
|----------------|----------|------|--|------------------|--------------------|-------------------------------------|-----------------------------|----------------------|------------|---------------|-----------------|--------------------|
| 51             | ZZXX0667 | 1    | CONCERTO CHIMES                            | Certified        | 129.32             |                                     |                             | 2,900                | 2          | 2.00          | 0.26            | 1                  |
| 52             | ZZXX0892 | 2    | ACCESSIBLE SWING SEAT- 8ft TOP RAIL        | N/A              | 107.60             |                                     |                             | 606                  | 0          | 1.00          | 0.00            | 0                  |
| 53             | ZZXX0962 | 1    | 5.00in OD 4-UNIT ARCH SWING SHADE (DOUBLE) | N/A              | 2,167.80           |                                     |                             | 4,415                | 0          | 3.00          | 2.16            | 0                  |
| 54             | ZZXX0965 | 2    | 2-UNIT ARCH SWING SHADE TOP RAIL           | N/A              | 147.00             |                                     |                             | 237                  | 0          | 4.00          | 0.00            | 0                  |
| <b>Totals:</b> |          |      |  |                  | <b>13,905.75</b>   | <b>2,091</b>                        | <b>4,053</b>                | <b>52,877</b>        | <b>129</b> | <b>160.00</b> | <b>9.62</b>     | <b>52</b>          |
|                |          |      |  |                  | <b>0 Kg</b>        | <b>0 Kg</b>                         | <b>0 Kg</b>                 | <b>0 Metric Tons</b> |            |               | <b>0 m3</b>     |                    |



# Henwood Park

Design Number: C24170PMR3 25 - Compliance and Technical Data

Reference Document: ASTM F1487

| Ref. No. | Part No. | Qty. | Description | Unit ASTM Status | Total Weight (lbs) | Pre-Consumer Recycled Content (lbs) | Post-Consumer Recycled Content (lbs) | CO2e Footprint (kgs) | Install Users | Install Hours | Concrete (Yds3) | Active Play Events |
|----------|----------|------|-------------|------------------|--------------------|-------------------------------------|--------------------------------------|----------------------|---------------|---------------|-----------------|--------------------|
|----------|----------|------|-------------|------------------|--------------------|-------------------------------------|--------------------------------------|----------------------|---------------|---------------|-----------------|--------------------|

## ASTM F1487

The lay-out for this custom playscape, design number C24170PMR3 25, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, [www.ipema.org](http://www.ipema.org). In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

## 2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

## Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

## Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

## Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

## Post-Consumer Recycle Content

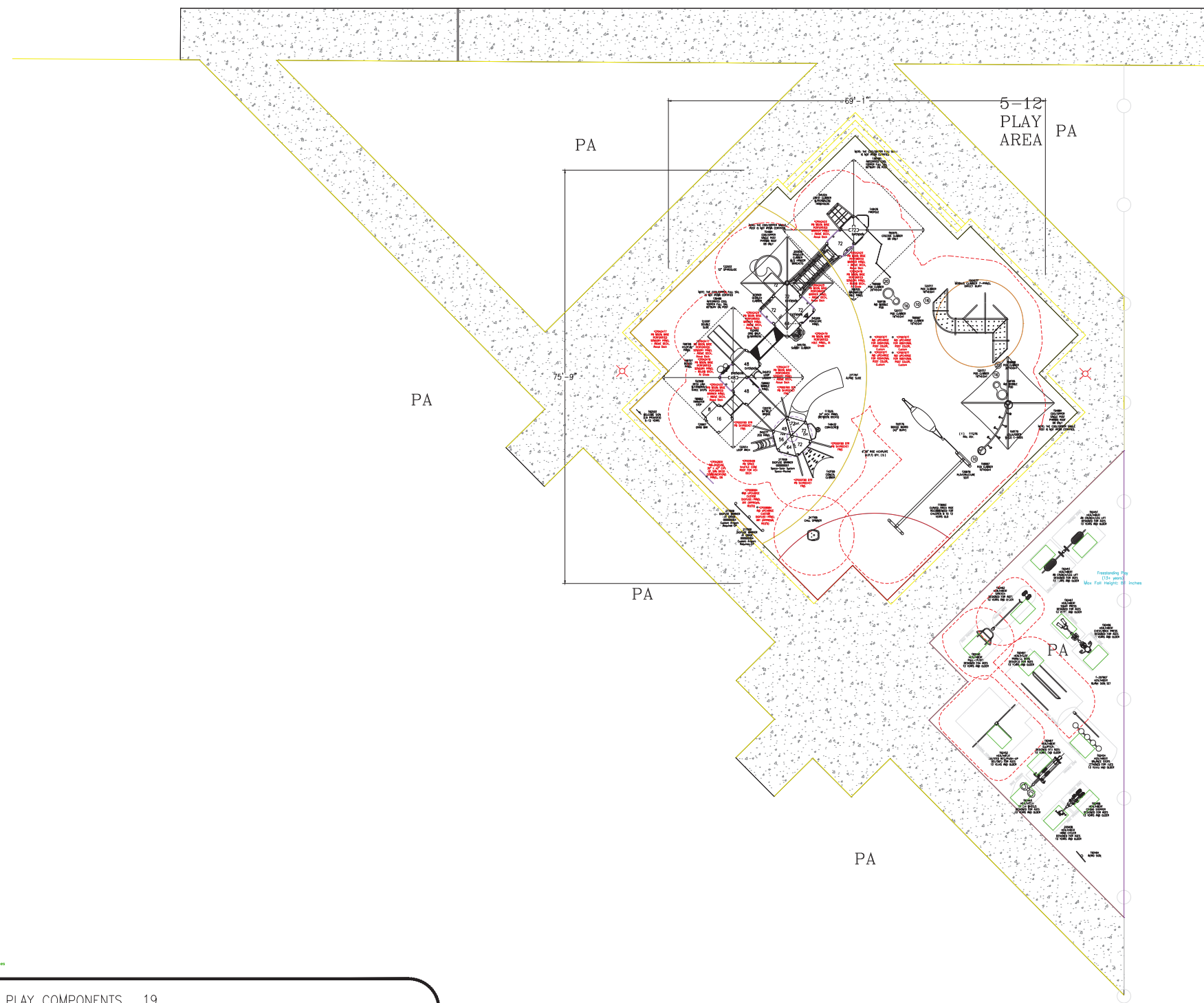
A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. \*\*20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

\*\* The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



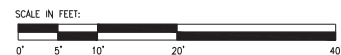
**EXHIBIT C**

**5-12 PLAYGROUND CONCEPT PLAN HENWOOD PARK**



PlayBooster  
5-12 years  
Max Fall Height: 120 inches

|  |    |          |   |
|--|----|----------|---|
| TOTAL ELEVATED PLAY COMPONENTS                   | 19 |          |   |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP     | 0  | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 15 | REQUIRED | 8 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN   | 16 | REQUIRED | 6 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 8  | REQUIRED | 8 |



Henwood Park 5-12  
San Diego, CA

Coast Recreation, Inc.  
or approved equal  
Shauri Wu

SYSTEM TYPE:  
PlayBooster  
DRAWING #:  
1192799-02-01



landscape structures  
or approved equal



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with \*) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (POURED-IN-PLACE SUGGESTED)

IT IS THE MANUFACTURER'S OPINION AND INTENT THAT THE LAYOUT OF THESE COMPONENTS CONFORM WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "HANDBOOK FOR PUBLIC PLAYGROUND SAFETY".

DESIGNED BY:  
DTG

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LANDSCAPE STRUCTURES INC.  
601 7th STREET SOUTH  
DELANO, MINNESOTA 55328  
PH: 888-438-6574  
[playlsi.com](http://playlsi.com)

|         |                    |          |
|---------|--------------------|----------|
| 1/10/25 | 1192799-01-01      | DTG      |
| Date    | Previous Drawing # | Initials |

**EXHIBIT D**

**5-12 PLAYGROUND EQUIPMENT HENWOOD PARK**



# Henwood Park 5-12

1192799-02-01-01 • 01.30.2025



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## Henwood Park 5-12

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# Henwood Park 5-12

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## Henwood Park 5-12

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# Henwood Park 5-12

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# Henwood Park 5-12

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## Henwood Park 5-12

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# Henwood Park 5-12

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August 13, 2025

To: Kaitlyn Porter  
 Asset Management  
 City of San Diego | Parks and Recreation Department

Equipment List for Henwood Park 5-12 and Fitness area.

| DESCRIPTION  |  |
|--|--|
| Landscape Structures 5-12 Play Structure, per Drawing #1192799-02-01. Includes main play structure with integrated shade, Mobius Climber, Lolliladder, Boogie Board, Track Ride, and connecting stepping forms |  |
| Landscape Structures Chill Spinner   |  |
| (2) Freestanding Digifuse Panels with Custom Artwork. Includes posts. Artwork provided by the city   |  |
| Custom City of San Diego Communication Panel w/ Posts  |  |
|  |  |
| Healthbeat Pullup/Dip and Stretch Station w/ Post  |  |
| Healthbeat Ab Crunch/Leg Lift and Ab Crunch/Leg Lift w/ Post   |  |
| Healthbeat Squat Press and Chest/Back Press Station w/Post   |  |
| Healthbeat Parallel Bar and Balance Steps Station w/Post   |  |
| Healthbeat Cardio Stepper and Hand Cyclor Station w/Post   |  |
| Healthbeat Elliptical and Tai Chi Wheels Station w/Post  |  |
| Healthbeat Assisted Row/Push Up Station w/Post   |  |
| Healthbeat Intro Sign w/ Post  |  |
|  |  |
|  |  |
|  |  |

\*Note surfacing is not included in this list.

\*Leadtime will be approximately 8-10 weeks for production from the time of order acceptance

My contact information is as follows for any questions:

Shauri Wu – San Diego Sales Consultant  
 swu@coastrecreation.net  
 Cell: 909-329-9559

Thank you!

**ATTACHMENT B**

**RESERVED**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

# EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

## SECTION A - GENERAL REQUIREMENTS

### A. INTRODUCTION.

1. This document sets forth the following specifications:
  - a) The City's general EOCP requirements for all Construction Contracts.
  - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/>

### B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

### C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
  - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.

- b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.
- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of

California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

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

**1. Nondiscrimination in Contracting Ordinance.**

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

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

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

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
  - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
  - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
  - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**F. SUBCONTRACTING.**

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive

steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
  - a) "Field Orders" and "City Contingency" Bid items.
  - b) Alternate Bid items.
  - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
  - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
    - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
    - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
    - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
    - v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
    - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
  - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
  - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
  - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

**I. PROMPT PAYMENT.**

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual,

administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

**K. CERTIFICATION.**

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
  - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
  - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
  - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
  - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
  - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

**L. CONTRACT RECORDS AND REPORTS.**

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each

Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

### **SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS**

**THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.**

#### **A. GENERAL.**

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:  
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

**B.**

**DEFINITIONS.**

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder’s intent to comply with SLBE Program goals and procedures included in the City’s SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City’s EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

**C. SUBCONTRACTOR PARTICIPATION.**

1. For the purpose of satisfying subcontracting participation requirements, only 1<sup>st</sup> tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
  - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
  - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
  - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
    - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
    - ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the

materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.

d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:

i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.

ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

**D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.**

1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
  - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
  - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
  - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
  4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

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

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

**F. MAINTAINING PARTICIPATION LEVELS.**

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

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

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

**H. GOOD FAITH EFFORT DOCUMENTATION.**

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:  
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

**I. SUBCONTRACTOR SUBSTITUTION.**

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

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

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

**K. RESOURCES.**

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

## ATTACHMENT D

### PREVAILING WAGE

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

  - 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at [PWDPprevailingWage@sanidiego.gov](mailto:PWDPprevailingWage@sanidiego.gov).
- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of

all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

**1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**1.12.1. Registration.** The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

**1.12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

**1.12.3. List of all Subcontractors.** The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

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

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.
  - b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

---

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

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

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

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

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

**Normal Working Hours:** Normal Working Hours shall be **7:00 AM to 4:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

### **SECTION 2 - SCOPE OF THE WORK**

**2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

2. You shall obtain the following permits:
  - a) Building Permit by the Design-Builder

### **SECTION 3 – CONTROL OF THE WORK**

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

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

**3-4** **AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "WHITEBOOK", ADD the following:

4. See **Appendix H - Sample Contractor Performance Evaluation (CPE) Form.**

**3-7.6.1** **Use of Computer Aided Drafting and Design.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:

1. Use AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

#### **SECTION 4 - CONTROL OF MATERIALS**

**4-3.4** **Specialty Inspection Paid for by the Contractor.** To the "WHITEBOOK", ADD the following:

2. The specialty inspections required are listed as follows:
  - a) Playground Equipment

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

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

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

#### **SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES**

**5-4** **INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**5-4** **INSURANCE.**

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

**5-4.1** **Policies and Procedures.**

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**5-4.2 Types of Insurance.**

**5-4.2.1 General Liability Insurance.**

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

| <u>General Annual Aggregate Limit</u>         | <u>Limits of Liability</u> |
|---|----------------------------|
| Other than Products/Completed Operations      | \$10,000,000               |
| Products/Completed Operations Aggregate Limit | \$10,000,000               |
| Personal Injury Limit                         | \$5,000,000                |
| Each Occurrence                               | \$5,000,000                |

**5-4.2.2 Commercial Automobile Liability Insurance.**

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

**5-4.2.3 Workers’ Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers’ Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers’ compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers’ Compensation Insurance as required by the state of California, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California’s Workers’ Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

**5-4.2.4 Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor’s insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or

policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

**5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

**5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$3,000,000** per claim and **\$3,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
  - a) The policy retroactive date is on or before the date of commencement of the Project.
  - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the 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 shall:
  - 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 here.

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

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

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

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

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

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

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf,  
or
4. premises owned, leased, controlled, or used by you.

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

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

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

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

**5-4.5.3 Contractors Pollution Liability Insurance Endorsements.**

**5-4.5.3.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

**5-4.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**5-4.5.4.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include

as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

**5-4.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

**5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

**5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

**5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

**5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**5-10.2.1 Public Notice by Contractor.**

1. Post Project Identification Signs in accordance with 3-11.2, "Project Identification Signs".

2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the "Notification of Planned Water Shutdown" when you perform the Work.
3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.
4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
6. 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 and all critical facilities such as police stations, fire stations, hospitals, and schools.
7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.
9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
12. Provide time-stamped pictures of the notices to the Engineer.

13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).
15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.
17. A sample of public notices will be included in the Contract.

## **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

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

3. Refer to the Sample City Invoice in **Appendix D – Sample City Invoice** and use the format shown.
4. The **90 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **Officer Jeremy Henwood Park Play Area Replacement**, Project No. **S-25004.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-9 LIQUIDATED DAMAGES.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

| <b>Contract Value</b>        | <b>Liquidated Damages Daily Amount</b> |
|------------------------------|--|
| Less than \$200,001          | \$1,000                                |
| \$200,001 to \$500,000       | \$1,500                                |
| \$500,001 to \$1,000,000     | \$2,000                                |
| \$1,000,001 to \$2,000,000   | \$2,500                                |
| \$2,000,001 to \$5,000,000   | \$3,000                                |
| \$5,000,001 to \$10,000,000  | \$5,500                                |
| \$10,000,001 to \$20,000,000 | \$6,500                                |
| Greater Than \$20,000,000    | \$7,000                                |

## **SECTION 7 – MEASUREMENT AND PAYMENT**

### **7-3.1**

**General.** To the “WHITEBOOK”, ADD the following:

4. The Lump Sum Bid item for **“Replacement of the 2-5 Year-Old Playground Including Specialty Inspections”** shall include, and not be limited to, removal and disposal of the existing 2-5 year old play equipment and sand and installation of new equipment and rubber safety surfacing, drainage and all associated appurtenances as specified in the Concept Plans, Contract Documents, and Technicals Section.
5. The Alternate A Lump Sum Bid item for **“Replacement of the 5-12 Year-Old Playground Including Specialty Inspections”** shall include, and not be limited to, removal and disposal of the 5-12 year old play equipment and sand, and installation of new equipment and rubber safety surfacing, drainage and all associated appurtenances as specified in the Concept Plans, Contract Documents, and Technicals Section.
6. The Lump Sum Bid item for **“Engineering and Design Services for the 2-5 Year-Old Playground Replacement”** shall include, and not be limited to providing construction plans to remove and replace the existing playground and seat wall with equipment specified in the Concept Plans, Contract Documents, and Technicals Section.
7. The Alternate A Lump Sum Bid item for **“Engineering and Design Services for the 5-12 Year-Old Playground Replacement”** shall include, and not be limited to providing construction plans to remove and replace the existing playground and seat wall with equipment as specified in the Concept Plans, Contract Documents, and Technicals Section.

8. The Lump Sum Bid item for **“Accessibility Improvements for 2-5 Year-Old Playground Replacement”** shall include, and not be limited to, any and all ADA path of travel accessibility improvements that may be required on Wightman St (parking and ramps), and from the playground to the restroom, and the required improvements to and in the restroom as specified in the Contract Documents, and Technicals.
9. The Lump Sum Bid item for **“Accessibility Improvements for 5-12 Year-Old Playground Replacement”** shall include, and not be limited to, any and all ADA path of travel accessibility improvements that may be required from the playground to the restroom and Fairmont Avenue.
10. The Lump Sum Bid item for **“Conversion of Turf Area”** shall include, and not be limited to, removal and disposal of all turf, planting the area with shrubs and any necessary irrigation modifications as specified in the, Contract Documents, and Technicals Section.
11. The Alternate A Lump Sum Bid item for **“Fitness Area Including Specialty Inspections”** shall include, and not be limited to, removal and disposal of all vegetation in the area and installation of new fitness equipment as specified in the Concept Plans, Contract Documents, and Technicals Section.

**7-3.9**

**Field Orders.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the **“Field Orders”** Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9  
FIELD ORDER LIMITS**

| Contract Price               | Maximum Each Field Order Work Amount |
|------------------------------|--------------------------------------|
| Less than \$1,000,001        | \$10,000                             |
| \$1,000,001 to \$5,000,000   | \$20,000                             |
| \$5,000,001 to \$10,000,000  | \$25,000                             |
| \$10,000,001 to \$30,000,000 | \$40,000                             |
| Greater than \$30,000,000    | \$70,000                             |

**7-3.11**

**Compensation Adjustments for Price Index Fluctuations.** To the “WHITEBOOK”, ADD the following:

5. This Contract **is not** subject to the provisions of The “WHITEBOOK” for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

**SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

**1001-1 GENERAL.** To the “WHITEBOOK”, ADD the following:

8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.
-

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

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

## NOTICE OF EXEMPTION

(Check one or both)

TO: \_\_\_\_\_ Recorder/County Clerk  
P.O. Box 1750, MS A-33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2400

FROM: City of San Diego  
Engineering & Capital Projects Department  
8525 Gibbs Drive, Suite 302  
San Diego, CA 92123

\_\_\_\_\_ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

**Project Name:** Officer Jeremy Henwood Park Play Area Replacement

**WBS No.:** S-25004.02.06

**Project Location-Specific:** The proposed project site is located at 4455 Wightman Street, San Diego, CA 92105, within the Mid-City: City Heights Community Planning Area (Council District 9).

**Project Location-City/County:** San Diego/San Diego

**Description of nature and purpose of the Project:** Mayoral approval to allow for the design and construction of upgrades at the existing City of San Diego Officer Jeremy Henwood Memorial Park. The proposed project would replace the existing children's play areas and associated amenities, including play structures, seating, lighting, fencing, and approximately 9,038 square feet of safety surfacing. The project would also install a new fitness area with fitness equipment and approximately 1,800 square feet of safety surfacing. Additional improvements would include ornamental landscaping, irrigation upgrades, and ADA accessibility improvements such as comfort station amenities, path-of-travel upgrades, curb ramp installation and replacement, concrete sidewalk replacement, and parking restriping.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** City of San Diego  
Engineering and Capital Projects Department  
Contact: Nirvana Walder, Senior Planner  
Email/Phone No.: nwalder@sandiego.gov / (619) 533-4653  
8525 Gibbs Drive, Suite 302, San Diego, CA 92123

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: Section 15301(c) (Existing Facilities), 15302 (Replacement or Reconstruction), Section 15303 (New Construction), and Section 15304(b) (Minor Alterations to Land)
- Statutory Exemptions:

**Reasons why project is exempt:** The City of San Diego conducted an environmental review, which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301(c) (Existing Facilities), which allows for the repair, maintenance, or minor alteration of existing public structures and facilities involving negligible or no expansion of existing or former use, such as ADA improvements, path-of-travel improvements, and parking space restriping; Section 15302 (Replacement or Reconstruction), which allows for the replacement of existing facilities where the new structure will be located on the same site as the structure

replaced and will have substantially the same purpose and capacity, such as replacing children’s play structures, seating, lighting, fencing, curb ramps, concrete sidewalk, and irrigation; Section 15303 (New Construction), which allows for the construction and location of limited numbers of new, small facilities or structures, such as safety surfacing, fitness equipment, comfort station amenities, curb ramps, and irrigation; Section 15304(b) (Minor Alterations to Land), which allows for minor public alterations in the condition of land and vegetation, such as replacing grass turf with shrubs; and where the exceptions listed in Section 15300.2 do not apply.

Lead Agency Contact Person: Nirvana Walder, Senior Planner

Telephone: (619) 533-4653

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ( ) Yes ( ) No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA.



11/5/25

Carrie Purcell, Deputy Director

Date

Check One:

- (X) Signed By Lead Agency  
( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:

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

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

|        |      |
|--------|------|
| NS REQ | FAC# |
| DATE   | BY   |

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

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

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

**Note:**

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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

**APPENDIX D**  
**SAMPLE CITY INVOICE**



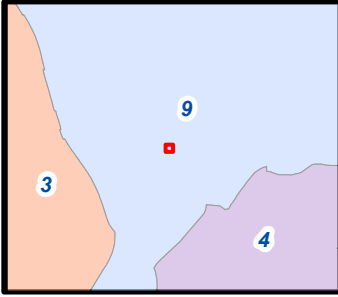
**APPENDIX E**  
**LOCATION MAP**

**OFC. JEREMY HENWOOD PARK PLAY AREA REPL**

SENIOR ENGINEER  
KEVIN OLIVER  
619-980-5294

PROJECT MANAGER  
MARK CALLERAN  
619-453-6670

FOR QUESTIONS ABOUT THIS PROJECT  
Call: (619) 533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

- Children's Play Area (ages 2-5)
- Children's Play Area (ages 5-12)
- Fitness Area
- Comfort Station
- Turf to Shrub Area
- Accessible Path of Travel



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**APPENDIX F**  
**HAZARDOUS LABEL/FORMS**

**HAZARDOUS  
WASTE**

**STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES**

GENERATOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_

EPA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

CONTENTS, COMPOSITION \_\_\_\_\_

PROPER DOT SHIPPING NAME \_\_\_\_\_

TECHNICAL NAME (S) \_\_\_\_\_

UNNA NO. WITH PREFIX \_\_\_\_\_

PHYSICAL STATE    HAZARDOUS PROPERTIES     FLAMMABLE     TOXIC  
 SOLID     LIQUID     CORROSIVE     REACTIVE     OTHER \_\_\_\_\_

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

*Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).*

### Questions for Incident Assessment:

|   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Did anyone, other than employees in the immediate area of the release, evacuate?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Did the release cause off-site damage to public or private property?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the release greater than or equal to a reportable quantity (RQ)?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Was there an uncontrolled or unpermitted release to the air?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?               | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?                 | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment? | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

\*Call 911 in an emergency\*

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

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<sup>1</sup> This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

|   |                     |  |
|---|---------------------|--|
| Date/Time Discovered  | Date/Time Discharge | Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Incident Date / Time:   |                     |  |
| Incident Business / Site Name:  |                     |  |
| Incident Address:   |                     |  |
| Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)  |                     |  |
| Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
| Indicate actions to be taken to prevent similar releases from occurring in the future.  |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |

## 2. ADMINISTRATIVE INFORMATION

|   |        |
|---|--------|
| Supervisor in charge at time of incident: | Phone: |
| Contact Person:                           | Phone: |

## 3. CHEMICAL INFORMATION

|                                 |   |
|---------------------------------|---|
| Chemical                        | Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup> |
| Chemical                        | Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup> |
| Chemical                        | Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup> |
| Clean-Up Procedures & Timeline: |   |
|                                 |   |
|                                 |   |
|                                 |   |
|                                 |   |
|                                 |   |
|                                 |   |
| Completed By:                   | Phone:  |
| Print Name:                     | Title:  |

## EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

|          |   |  |
|----------|---|--|
| <b>A</b> | BUSINESS NAME   | FACILITY EMERGENCY CONTACT & PHONE NUMBER<br>( ) -   |
| <b>B</b> | INCIDENT DATE: MO   DAY   YR   TIME OES NOTIFIED (use 24 hr time)   | OES CONTROL NO.  |
| <b>C</b> | INCIDENT ADDRESS LOCATION   | CITY / COMMUNITY COUNTY ZIP  |
| <b>D</b> | CHEMICAL OR TRADE NAME (print or type)  | CAS Number   |
| <b>D</b> | CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>  | CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>                     |
| <b>D</b> | PHYSICAL STATE CONTAINED: <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS   | PHYSICAL STATE RELEASED: <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS |
| <b>D</b> | ENVIRONMENTAL CONTAMINATION: <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER   | TIME OF RELEASE: _____ DURATION OF RELEASE: _____ DAYS _____ HOURS _____ MINUTES                                     |
| <b>E</b> | ACTIONS TAKEN   |  |
| <b>F</b> | KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)   |  |
|          | <input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____   |  |
|          | <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____   |  |
|          | <input type="checkbox"/> NOTKNOWN (explain) _____   |  |
| <b>G</b> | ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS  |  |
| <b>H</b> | COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)  |  |
| <b>I</b> | CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. |  |
|          | REPORTING FACILITY REPRESENTATIVE (print or type) _____   |  |
|          | SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____  |  |

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

### **BASIC INSTRUCTIONS:**

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

### **SPECIFIC INSTRUCTIONS:**

**Block A:** Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

**Block B:** Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

**Block C:** Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

**Block D:** Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

**Block E:** Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

**Block F:** Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

**Block G:** Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

**Block H:** List any additional pertinent information.

**Block I:** Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

### **MAIL THE COMPLETED REPORT TO:**

**State Emergency Response Commission (SERC)  
Attn: Section 304 Reports  
Hazardous Materials Unit  
3650 Schriever Avenue  
Mather, CA 95655**

**NOTE:** Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

**APPENDIX G**  
**SAMPLE OF PUBLIC NOTICE**



## CONSTRUCTION NOTICE

### PROJECT TITLE

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

#### The work will consist of:

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

#### How your neighborhood may be impacted:

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

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



## CONSTRUCTION NOTICE

### PROJECT TITLE

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#### The work will consist of:

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- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

## APPENDIX H

### SAMPLE CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM



**CITY OF SAN DIEGO  
CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM**

Date: \_\_\_\_\_

**INTERIM EVALUATION:** at \_\_\_\_\_% of a \_\_\_\_\_  Working Day  Calendar Day  
 **FINAL EVALUATION:** Submitted at completion of a \_\_\_\_\_  Working Day  Calendar Day

**TITLE OF CONTRACT:** Title of Contract \_\_\_\_\_

**CONTRACT AMOUNT (ORIGINAL/FINAL)** \_\_\_\_\_ / \_\_\_\_\_

**FIRM NAME:** Contractor Firm Name \_\_\_\_\_

**FIRM ADDRESS:** \_\_\_\_\_

**CONTRACTOR REPRESENTATIVE'S NAME:** \_\_\_\_\_

**CONTRACTOR SUPERINTENDENT'S NAME:** \_\_\_\_\_

**CONTRACTOR FOREMAN'S NAME:** \_\_\_\_\_

**WBS #:** \_\_\_\_\_

**BID #:** \_\_\_\_\_

**TYPE OF WORK** (CHECK ALL THAT APPLY):

|                    |                          |                |                                     |                   |                          |             |                          |
|--------------------|--------------------------|----------------|-------------------------------------|-------------------|--------------------------|-------------|--------------------------|
| TREATMENT PLANT    | <input type="checkbox"/> | PUMP STATION   | <input checked="" type="checkbox"/> | SEWER MAIN        | <input type="checkbox"/> | STORM DRAIN | <input type="checkbox"/> |
| WATER MAIN         | <input type="checkbox"/> | FLOOD CONTROL  | <input type="checkbox"/>            | ENVTL. MITIGATION | <input type="checkbox"/> | BRIDGE      | <input type="checkbox"/> |
| STREETS/HIGHWAYS   | <input type="checkbox"/> | TRAFFIC SIGNAL | <input type="checkbox"/>            | STREET LIGHTS     | <input type="checkbox"/> | PARK        | <input type="checkbox"/> |
| BUILDING [specify] | <input type="checkbox"/> | PIPING SYSTEM  | <input type="checkbox"/>            | OTHER (SPECIFY)   | <input type="checkbox"/> | _____       |                          |

CPE are one of the tools the City uses to determine if a contractor has the quality, fitness, and capacity to perform proposed work satisfactorily and is, therefore, a responsible contractor. See San Diego Municipal Code sections 22.3003 and 22.3004. This evaluation represents the observations and conclusions of the City of San Diego, prepared by City staff in the course of their official duties. The Contractor may agree with or dispute the contents and conclusions of this evaluation. Anyone not affiliated with the City of San Diego should conduct his/her investigation to confirm or dispel the conclusions expressed herein.

**Notes:**

- **The Contractor will be allowed (60) calendar days after notice of the final performance evaluation pursuant to SDMC 22.0806 to protest this evaluation in writing; otherwise, the City will deem the evaluation accepted by the Contractor.**
- **Refer to the end of the form for definitions used in this evaluation.**

### 1. Contract Administration

**The Contractor's overall rating for Section 1 is (check one):**

- Outstanding     Above Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

### 2. Compliance with Contract Documents

SAMPLE

**The Contractor's overall rating for Section 2 is (check one):**

- Outstanding     Above Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

### 3. Construction Workmanship

**The Contractor's overall rating for Section 3 is (check one):**

- Outstanding    Above Satisfactory    Satisfactory    Needs Improvement    Unsatisfactory

### 4. Safety

**The Contractor's overall rating for Section 4 is (check one):**

- Outstanding    Above Satisfactory    Satisfactory    Needs Improvement    Unsatisfactory

### 5. Storm Water / BMP Compliance

**The Contractor's overall rating for Section 5 is (check one):**

- Outstanding     Above Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

### 6. Cooperation, Professionalism, Communication & Public Outreach

**The Contractor's overall rating for Section 6 is (check one):**

- Outstanding     Above Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

### 7. Subcontracting Performance and Management

**The Contractor's overall rating for Section 7 is (check one):**

- Outstanding     Above Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

#### OVERALL EVALUATION

THE OVERALL EVALUATION IS DERIVED FROM THE HOLISTIC REVIEW OF THE SEVEN FACTORS ABOVE.

**The Contractor's overall rating (check one):**

- Outstanding     Above Satisfactory     Satisfactory     Needs Improvement     Unsatisfactory

#### OVERALL SUMMARY:

Title of Contract: Title of Contract  
Evaluation of: Contractor Firm Name

Date:  
Page 6 of 9

RESIDENT ENGINEER

SUPERVISOR

By:

\_\_\_\_\_  
(signature / date)

\_\_\_\_\_  
(signature / date)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

Section Head's Initial \_\_\_\_\_

Asst. Deputy Director's Initials \_\_\_\_\_

ADD:

Date: \_\_\_\_\_

CC:

- Contractor
- Program Coordinator, Engineering & Capital Projects/Contracting Group, Pre-qualification Program
- Director, Purchasing & Contracting
- Deputy Director, Purchasing & Contracting
- eFile CityHub/SDShare

SAMPLE

**Definitions:**

- 1. Performance Areas** - These include the Contractor's record of conforming to the requirements and standards of Contract Administration, Compliance with Contract Documents, Construction Workmanship, Safety, Stormwater Best Management Practices, Cooperation, Professionalism, Communication and Public Outreach, and Subcontracting Performance and Management.

Here are definitions for the specified terms within the context of contractor performance areas:

- Contract Administration: Managing all aspects of a construction contract to ensure compliance with its terms and conditions. This includes handling project documentation, managing changes or modifications, e.g., requests for changes, processing payments, monitoring timelines, requests for information, submittals, resolving disputes, and ensuring all parties fulfill their contractual obligations.
- Compliance with Contract Documents: Adherence to the plans, specifications, and other legally binding documents that outline the scope of work, quality standards, and technical requirements. This involves ensuring all construction activities align with approved designs, materials, and regulations specified in the contract.
- Construction Workmanship: The quality and standard of the physical work performed on the project. It reflects the Contractor's ability to deliver durable, precise, and code-compliant construction through skilled labor and proper techniques specified in the contract.
- Safety: Implementing and maintaining measures to protect workers, site visitors, and the public from hazards. This includes compliance with Occupational Safety and Health Administration standards, site-specific safety plans, and accident prevention strategies throughout the project lifecycle.
- Stormwater Best Management Practices (BMPs): Techniques and measures used to control and reduce the impact of stormwater runoff during and after construction. This includes erosion control, sediment barriers, proper waste management, and other strategies to minimize pollution and protect water quality in compliance with environmental regulations.
- Cooperation: The Contractor's ability to work collaboratively and effectively with the City, subcontractors, government agencies, and other stakeholders. This involves being responsive and adaptable and maintaining a solution-oriented approach to project challenges.
- Professionalism: Demonstrating ethical conduct, integrity, and respect in all aspects of the Contractor's work. It includes maintaining a positive work environment, adhering to industry standards, and fostering trust through reliable and responsible business practices.
- Communication and Public Outreach: Providing clear, timely, and accurate information to stakeholders and the public as specified in the Contract Documents. This involves regular project updates, responding to concerns, and maintaining transparency to build positive community relations and ensure all parties remain informed.
- Subcontracting Performance and Management: The contractor's ability to select, oversee, and coordinate Subcontractors to ensure their work meets quality standards, deadlines, and compliance requirements. Effective management includes monitoring performance, enforcing contractual terms, and resolving issues to maintain project continuity.

The above criteria are not equally weighted. For example, though the Contractor may receive an outstanding rating for Contract Administration, Cooperation, Professionalism and/or Communication, the frequent lapses in safety on the job site or disregard for stormwater compliance resulting in serious injury or damages on site justify the Contractor receiving an overall unsatisfactory rating. Therefore, in the context of the Contractor performance ratings, the definitions can be adjusted to focus more on the quality of the Work, timeliness, and adherence to safety standards than other areas.

- 2. Performance Rating** - See below for a breakdown of the Contractor's performance rating definitions. These definitions provide a set of expectations across multiple areas of the Contractor's performance, ensuring the Contractor is evaluated holistically on various critical aspects of contract execution.

**a) Outstanding:**

- Contract Administration: Consistently submits all required documentation on time and maintains proper documentation. Fully adheres to the contract's terms and proactively resolves any issues.
- Compliance with Contract Documents: Demonstrates full understanding of and strict adherence to Contract Documents. Any changes or deviations are well-communicated and documented.
- Construction Workmanship: The quality of the Work consistently exceeds expectations, with few to no defects, attention to detail, and thorough craftsmanship.

- Safety: Safety is a top priority, with zero safety incidents, proactive safety training, and implementing additional safety measures beyond required.
- Storm Water Best Management Practices: Consistently implements and exceeds all environmental guidelines for stormwater management and addresses issues before they arise.
- Cooperation: Fully cooperative with all stakeholders, including the client, Subcontractors, and suppliers, with a strong emphasis on team collaboration and problem-solving.
- Professionalism: Maintains the highest standards of conduct, integrity, and respect in all dealings with stakeholders and regulatory agencies.
- Communication and Public Outreach: Regularly updates stakeholders, responds promptly to concerns, and engages with the public in a respectful and transparent manner. Issues are resolved proactively.
- Subcontracting Performance and Management: Subcontractors are managed effectively, adhering to contract terms and producing high-quality work. Coordination between Subcontractors is seamless.

**b) Above Satisfactory:**

- Contract Administration: Completes necessary documentation with minimal errors and on time. Any issues or changes are addressed promptly.
- Compliance with Contract Documents: Follows Contract Documents well, with only minor discrepancies or deviations that are communicated and resolved.
- Construction Workmanship: Work quality is generally excellent, with a few minor issues or areas for improvement that are promptly corrected.
- Safety: Strong safety record, with minor issues addressed quickly. Safety practices generally meet or exceed expectations.
- Stormwater Best Management Practices: Stormwater management practices are followed effectively, with few issues. Implements best practices and corrects problems when they arise.
- Cooperation: Works well with all parties, addressing issues with minimal conflict. Collaboration is generally smooth.
- Professionalism: Maintains a professional demeanor, resolving conflicts appropriately, and adhering to industry standards.
- Communication and Public Outreach: Communication is proactive and responsive, with timely updates to stakeholders and the public. Public outreach is effective but could be more frequent.
- Subcontracting Performance and Management: Subcontractors are effectively managed, but minor coordination issues may arise. Work is generally on time and meets the standards.

**c) Satisfactory:**

- Contract Administration: Documentation is completed as required, with occasional delays or missing information. Issues are resolved, but reminders may be required.
- Compliance with Contract Documents: Generally, complies with contract documents, with occasional deviations addressed upon discovery but may result in delays or minor issues.
- Construction Workmanship: Meets the minimum expected quality, with some defects or areas that could be improved. Issues are typically addressed once raised.
- Safety: Safety protocols are followed, though there may be occasional minor incidents or near-misses. The overall safety record is acceptable but not exemplary.
- Stormwater Best Management Practices: Meets basic requirements for stormwater management but may not always go above and beyond to exceed environmental standards.
- Cooperation: Cooperation with others is generally acceptable but may not be proactive. Occasionally requires intervention to resolve conflicts or issues.

- Professionalism: Conducts business professionally, though there may be occasional lapses in communication or judgment.
- Communication and Public Outreach: Provides regular updates but may not always engage proactively with stakeholders or the public. Responses are typically timely but occasionally delayed.
- Subcontracting Performance and Management: Subcontractors are managed adequately, though there may be some delays or quality issues. Coordination could be improved.

**d) Needs Improvement:**

- Contract Administration: Frequently submits documentation late or incomplete. Requires frequent reminders to stay on track with contract requirements.
- Compliance with Contract Documents: Regularly deviates from contract documents or fails to follow specifications. Changes or deviations are not always communicated effectively.
- Construction Workmanship: Work quality does not consistently meet the minimum standards. There are frequent defects or the need for rework.
- Safety: Safety violations occur, or safety protocols are inconsistently followed. There are notable safety incidents or risks that need to be addressed.
- Stormwater Best Management Practices: Fails to comply consistently with stormwater management practices, leading to potential environmental concerns or violations.
- Cooperation: Struggles to cooperate with others, leading to frequent conflicts, delays, or miscommunications.
- Professionalism: Displays unprofessional behavior, including poor communication, lack of respect for other stakeholders, or failure to resolve conflicts properly.
- Communication and Public Outreach: Communication is often reactive rather than proactive, failing to inform stakeholders or the public promptly or transparently.
- Subcontracting Performance and Management: Subcontractors are not properly managed, leading to frequent delays, quality issues, or resource mismanagement.

**e) Unsatisfactory:**

- Contract Administration: Consistently fails to submit required documentation, and there are significant discrepancies or ongoing issues with contract compliance.
- Compliance with Contract Documents: Major deviations from contract documents are frequent and unaddressed. The Contractor fails to follow essential specifications or standards.
- Construction Workmanship: The quality of the Work is consistently poor, with widespread defects and the need for significant rework. It is below industry standards.
- Safety: Serious safety violations or significant incidents affecting worker safety or project progress. Safety regulations are often ignored or not implemented.
- Stormwater Best Management Practices: Failure to implement or adhere to environmental best practices leads to violations or significant environmental impacts.
- Cooperation: Exhibits a lack of cooperation, leading to frequent conflicts with stakeholders, delays, and disruptions in project progress.
- Professionalism: Consistently unprofessional behavior, lack of integrity, failure to meet basic expectations for respect and conduct.
- Communication and Public Outreach: Poor or nonexistent communication, leaving stakeholders or the public uninformed. Issues are ignored or not addressed on time.
- Subcontracting Performance and Management: Subcontractors are poorly managed, leading to significant delays, quality issues, or violations of contract terms. Coordination and oversight are lacking.

**ATTACHMENT F**

**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)  
COMPLIANCE (CARB)**

## ATTACHMENT F

### IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) - (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
  2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
  3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
  2. The address or a description of the specific location of the emergency;
  3. The dates on which the emergency operations were performed; and
  4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning January 1, 2024, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.
- (4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

**ATTACHMENT G**  
**EVALUATION AND SELECTION CRITERIA**

## EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

### 1. Proposer Exceptions to this RFP – Pass / Fail

- 1.1. If the Proposer takes exception to any portion of the contract terms, 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 Proposals. Exceptions taken after the submission period for this RFP may be cause for rejection of the Proposal as being **non-responsive**.

### 2. Summary of Proposal (5 Points Max)

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

### 3. Project Team (10 Points Max)

- 3.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
  - 3.1.1. Civil Engineer Registered in the state of California experienced in drainage, grading and storm water control.
  - 3.1.2. Architectural Expert in assessing and designing a building's compliance with the American's with Disabilities Act (ADA).
  - 3.1.3. Project Manager – Design-Builder shall employ a minimum of 1 fully experienced and qualified project manager. This person shall be responsible for the budget, schedule and quality of the project. Duties also include responsibility for all necessary paperwork such as obtaining permits; coordination of request for information (RFI) and submittals; schedule generation and updates; resource management to maintain the project schedule; and, overall project management.
  - 3.1.4. Project Superintendent - Design-Builder shall employ a minimum of 1 fully experienced and qualified Project Superintendent. This person shall be responsible for all construction efforts. Duties include coordination with the designer; irrigation installation; quality control; compliance with all required permits; and, field construction in coordination with Project Manager.
  - 3.1.5. Concrete and flatwork installers. This subcontractor shall have demonstrable high quality control standards and positive customer service. Provide two examples and references of said work.
  - 3.1.6. Play and Fitness Equipment Installers certified and licensed in the State of California per the 2024 Consultant's Guide to Park Design. Geotechnical Landscape Architect.

#### 4. Technical Approach and Design Concept (30 Points Max)

- 4.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.

The following elements shall be included in this Technical Proposal:

- 4.1.1. The City will select a Proposer that will provide the play areas and fitness equipment as shown in the Concept Drawings per the scope shown in **Attachment A** or approved equals and the requirements of this contract. The Work and Services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction, of the Project, as described in **Attachment A**.
- 4.1.2. The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Proposer. The Proposers will be notified in writing of the City's final decision. Selection of the Proposer will be based on the following criteria: Lowest Price for an Acceptable Design.
- 4.1.3. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component and proposed durations.
- 4.1.4. **Value of Equipment (8 points):** Provide the total number of play components as shown in the Concept Drawings per the Scope of Work shown in **Attachment A**.
- 4.1.5. **Play Value (8 points):** Play equipment shall be as shown in the Concept Drawings per the Scope shown in **Attachment A** or approved equals to challenge the users by addressing their physical, social and mental development while providing entertainment. A vendor who can provide the modular structures with the variety of experiences and opportunities for children to interact with each other would be preferred over one with too many similar experiences or too little opportunity for group play or interaction. Maximize accessible components for disabled users, sensory experiences and boundless play opportunities.
- 4.1.6. **Safety and Access (8 points):** All play equipment and layout within the confines of the existing play areas shall meet or exceed all State, Federal, and other applicable safety and access codes and guidelines. Contractors/ Installers certified by the manufacturer of the equipment shall install play equipment. In order to provide stimulating experiences for children with disabilities, provide the same number of components and stimulating experiences, equivalent but not necessarily the same, at the top of modular equipment as below.

4.1.7. **Durability (6 Points Max):** Ease of maintenance and durability of materials (industrial grade) is important to enable Park and Recreation (P&R) staff to provide the community with a minimum of 15 years of use without need for repainting, repair, and resurfacing.

**5. Construction Plan (25 Points Max)**

- 5.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
  - 5.1.1. Construction approach and methods - **(7 Points Max)**
  - 5.1.2. Plan for operation of facility during construction **(5 Points Max)**
  - 5.1.3. Plan for phasing of construction activities **(5 Points Max)**
  - 5.1.4. Proposed construction schedule **(6 Points Max)**
  - 5.1.5. Traffic Control Management **(2 Points Max)**

**6. Equal Opportunity Contracting Program (25 Points Max)**

- 6.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.
- 6.2. Subcontractor Documentation
  - 6.2.1. 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. |  |                         |

**7. Reference Checks (5 Points Max)**

- 7.1. Two (2) references required with contact name, title, organization, phone number, and email. Provide a brief description of each reference and their relevance to the project.

**TOTAL POINTS: 100**

## **8. Review of Technical Proposal**

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

## **9. Final Selection Based on the Lowest Price for an Acceptable Design**

- 9.1. The City will select a Design-Builder who offers the lowest price for an acceptable design and construction plan of the Project per the scope described in Attachment A and in accordance with the requirements of this solicitation. The Panel will use the point system described herein to evaluate the acceptability of the Proposals. Only Proposals scored at 80 points or higher will be deemed acceptable. The selected Design-Builder will then be chosen based on the lowest price.
- 9.2. The Design-Builder must demonstrate that the complete design and construction can be accomplished for the Contract Price.

**ATTACHMENT H**  
**PRICE FORMS**

## **PRICE PROPOSAL FORMS**

The Design-Builder agrees to the design and construction of **Ofc. Jeremy Henwood Park Play Area Replacement**, 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 from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

**Design-Builder must complete and submit the Excel Price Proposal Sheet as a General Attachment.**

**The Price Proposal Forms, including the following forms must be submitted as the Cost File in PlanetBids.**

1. TOTAL PRICE FOR DESIGN-BUILD PROPOSAL
2. DESIGN-BUILD LIST OF SUBCONTRACTORS
3. SUBCONTRACTORS FOR ALTERNATES
4. DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

## Price Proposal Sheet

The Design-Builder agrees to the design and construction of **Ofc. Jeremy Henwood Park Play Area Repl**, 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 from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

| Item No.                        | NAICS CODE | Description   | Quantity | D* | Unit | Unit Price     | Extension      |                |
|---------------------------------|------------|---|----------|----|------|----------------|----------------|----------------|
| 1                               | 524126     | Bonds (Payment and Performance)   | 1        |    | LS   | \$34,000.00    | \$34,000.00    |                |
| 2                               | 541330     | Engineering and Design Services for the 2-5 Year-Old Playground Replacement | 1        | D  | LS   | \$125,050.00   | \$125,050.00   |                |
| 3                               | 236220     | Building Permits (EOC Type I)   | 1        |    | AL   | \$4,000.00     | \$4,000.00     |                |
| 4                               | 238990     | Mobilization  | 1        |    | LS   | \$14,500.00    | \$14,500.00    |                |
| 5                               | 238990     | Replacement of the 2-5 Year-Old Playground Including Specialty Inspections  | 1        |    | LS   | \$1,021,300.00 | \$1,021,300.00 |                |
| 6                               | 238220     | Accessibility Improvements for the 2-5 Year-Old Playground                  | 1        |    | LS   | \$350,750.00   | \$350,750.00   |                |
| 7                               | 561730     | Conversion of Turf Area   | 1        |    | LS   | \$63,250.00    | \$63,250.00    |                |
| 8                               | EOC2       | City Contingency (EOC Type II)  | 1        |    | AL   | \$113,000.00   | \$113,000.00   |                |
| 9                               | 541330     | WPCP Development  | 1        | D  | LS   | \$1,500.00     | \$1,500.00     |                |
| 10                              | 237310     | WPCP Implementation   | 1        |    | LS   | \$9,500.00     | \$9,500.00     |                |
| * Design Element (For City Use) |            |   |          |    |      |                | <b>TOTAL:</b>  | \$1,736,850.00 |

| Item No.   | NAICS CODE | Description  | Quantity | D* | Unit | Unit Price   | Extension                    |                |
|--|------------|--|----------|----|------|--------------|------------------------------|----------------|
| <b>Additive Alternate A</b>  |            |  |          |    |      |              |                              |                |
| 1  | 524126     | Bonds (Payment and Performance)  | 1        |    | LS   | \$27,300.00  | \$27,300.00                  |                |
| 2  | 541330     | Engineering and Design Services for the 5-12 Year-Old Playground Replacement | 1        | D  | LS   | \$41,650.00  | \$41,650.00                  |                |
| 3  | 238990     | Replacement of the 5-12 Year-Old Playground Including Specialty Inspections  | 1        |    | LS   | \$767,980.00 | \$767,980.00                 |                |
| 4  | 238990     | Fitness Area Including Specialty Inspections                                 | 1        |    | LS   | \$287,050.00 | \$287,050.00                 |                |
| 5  | 238110     | Accessibility Improvements for the 5-12 Year-Old Playground                  | 1        |    | LS   | \$155,250.00 | \$155,250.00                 |                |
| 6  | EOC2       | City Contingency (EOC Type II)   | 1        |    | AL   | \$105,000.00 | \$105,000.00                 |                |
| 7  | 541330     | WPCP Development   | 1        | D  | LS   | \$1,500.00   | \$1,500.00                   |                |
| 8  | 237310     | WPCP Implementation  | 1        |    | LS   | \$8,500.00   | \$8,500.00                   |                |
| SUBTOTAL DESIGN-BUILD - ADDITIVE ALTERNATE A (ITEMS NO. 1 THROUGH 9, INCLUSIVE): |            |  |          |    |      |              | \$1,394,230.00               |                |
| * Design Element (For City Use)  |            |  |          |    |      |              | <b>TOTAL W/O ALTERNATES:</b> | \$1,736,850.00 |
| <b>TOTAL INCLUSIVE OF ALTERNATES:</b>  |            |  |          |    |      |              | \$3,131,080.00               |                |

**TOTAL PRICE FOR DESIGN-BUILD PROPOSAL**

Total Price For Design-Build Proposal, (Excel Price Proposal Sheet items 1 through 10, inclusive) plus Alternate A Items 1 through 8, (Excel Price Proposal Sheet Alternates, inclusive) amount written in words:

Three Million, One Hundred Thirty One Thousand, Eighty Dollars and 00/100

Design-Builder: LDCo, Inc.

Title: President, CEO

Signature: 

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

Luan Dauti President, CEO

Hajri Dauti, Secretary

IMPORTANT NOTICE: If Design-Bullder 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 Attachment G of the RFP will be determined by the Base Proposal plus all the Alternates.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone or for the Base Proposal plus one or more Alternates.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **nonresponsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in on the Design-Build List of Subcontractors. Failure to provide the information specified may deem the bidder **nonresponsive**.
- E. The Excel Spreadsheet named "Price Proposal Sheet" in the Documents tab of PlanetBids must be downloaded, completed, and submitted within the General Attachments section in PlanetBids.
- F. Only Unit Prices must be filled in on the Excel Price Proposal Sheet. Other boxes are not altered. The Extension boxes will automatically calculate the total of the Unit Price x Quantity. The Total boxes will automatically calculate the total of all Extension prices.
- G. The Design-Builder's failure to submit a price shall render the Proposal **nonresponsive** and ineligible for award.
- H. 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.
- I. All Extension prices and the Total will be subject to verification by the City.

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR  | CONSTRUCTOR OR DESIGNER   | DIR Registration Number | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK                   | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB | WHERE CERTIFIED ① | CHECK IF JOINT VENTURE PARTNERSHIP ② |
|--|---------------------------|-------------------------|------------------------------|--------------------------------|-----------------------------|---|-------------------|--------------------------------------|
| Name: <u>Neri Landscape Architect</u><br>Address: <u>928 Hornblend Street, #3</u><br>City: <u>San Diego</u> State: <u>CA</u><br>Zip: <u>92109</u> Phone: <u>858-274-3222</u><br>Email: <u>jim@nerila.com</u> | Designer<br>NAICS: 541320 | N/A                     | N/A                          | Architectural                  | \$108,750.00                | SLBE / ELBE<br>Cert # 11NL0337                                      | City of San Diego |                                      |
| Name: <u>Tot Lot Pros</u><br>Address: <u>14688 El Molino St</u><br>City: <u>Fontana</u> State: <u>CA</u><br>Zip: <u>92335</u> Phone: <u>909-350-9500</u><br>Email: <u>travis@totlotpros.com</u>              | Constructor               | 1000002374              | 967975                       | Playground Equipment Installer | \$195,000.00                |   |                   |                                      |

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.**

Form AA05 -Design-Build List of Subcontractors to be Included in the Price Proposal Only

**SEE ADDITIONAL PAGES**

## SUBCONTRACTORS FOR ALTERNATES

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\*  
(Use Additional Sheets As Needed)

| IDENTIFY ALTERNATE<br><small>(example: Deductive Alternate B - Only one Alternate and Sub per line)</small> | SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL  | SUBCONTRACTOR'S CA LICENSE NUMBER | SUBCONTRACTOR'S DIR REGISTRATION NUMBER | IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER | TYPE OF WORK                   | DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT<br><small>(Negative if Deductive)</small> |
|---|--|-----------------------------------|---|---|--------------------------------|---|
| Add Alt A   | Name: <u>Neri Landscape Architect</u><br>Address: <u>928 Hornblend Street, #3</u><br>City: <u>San Diego</u> State: <u>CA</u><br>Zip: <u>92109</u> Phone: <u>858-274-3222</u><br>Email: <u>jim@nerila.com</u>                       | N/A                               | N/A                                     | Designer  | Architecture and Engineering   | \$36,250.00   |
| Add Alt A   | Name: <u>Coast Recreation</u><br>Address: <u>14688 El Molino St</u><br>City: <u>Fontana</u> State: <u>CA</u><br>Zip: <u>92335</u> Phone: <u>714-619-0100</u><br>Email: <u>jstriegel@coastrecreation.net</u>                        | 1059735                           | 1000748830                              | Supplier  | Playground Equipment           | \$413,222.45  |
| Add Alt A   | Name: <u>Tot Lot Pros</u><br>Address: <u>14688 El Molino St</u><br>City: <u>Fontana</u> State: <u>CA</u><br>Zip: <u>92335</u> Phone: <u>909-350-9500</u><br>Email: <u>travis@totlotpros.com</u>                                    | 967975                            | 1000002374                              | Subcontractor                                       | Playground Equipment Installer | \$125,900.00  |
| Add Alt A   | Name: <u>Twining Consulting, Inc.</u><br>Address: <u>15950 Bernardo Center Drive, Suite J</u><br>City: <u>San Diego</u> State: <u>CA</u><br>Zip: <u>92127</u> Phone: <u>858-385-1711</u><br>Email: <u>SWilliams@twininginc.com</u> | N/A                               | 1000010826                              | Designer  | Consultant Special Inspections | \$5000.00   |

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS**

Form AA10 - Design-Build List of Subcontractors Additive/Deductive Alternate To Be Included in Price Proposal Only

**SEE ADDITIONAL PAGES**

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR   | CONSTRUCTOR OR DESIGNER | DIR Registration Number | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK                         | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>Ⓚ</sup> | WHERE CERTIFIED <sup>Ⓛ</sup> | CHECK IF JOINT VENTURE PARTNERSHIP <sup>Ⓜ</sup> |
|---|-------------------------|-------------------------|------------------------------|--------------------------------------|-----------------------------|--|------------------------------|---|
| Name: <u>Twining Consulting, Inc.</u><br>Address: <u>15950 Bernardo Center Drive</u><br>City: <u>San Diego</u> State: <u>CA</u><br>Zip: <u>92127</u> Phone: <u>858-385-1711</u><br>Email: <u>SWilliams@twininginc.com</u>       | Designer                | 1000010826              | N/A                          | Consultant<br>Special<br>Inspections | \$4000.00                   |  |                              |   |
| Name: <u>Robertson Recreational Surfaces</u><br>Address: <u>2140 E Cedar Street</u><br>City: <u>Tempe</u> State: <u>AZ</u><br>Zip: <u>85281</u> Phone: <u>800-858-0519</u><br>Email: <u>david.purcell@playcoresurfacing.com</u> | Constructor             | 1000047345              | 667261                       | Rubber<br>Surface<br>Installer       | \$139,167.00                |  |                              |   |

<sup>Ⓛ</sup> 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 |  |         |

<sup>Ⓜ</sup> 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.**

Form AA05 –Design-Build List of Subcontractors to be Included in the Price Proposal Only

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR  | CONSTRUCTOR OR DESIGNER | DIR Registration Number | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK                 | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup> | WHERE CERTIFIED <sup>①</sup> | CHECK IF JOINT VENTURE PARTNERSHIP <sup>②</sup> |
|--|-------------------------|-------------------------|------------------------------|------------------------------|-----------------------------|--|------------------------------|---|
| Name: <u>EDCO</u><br><u>6670 Federal Blvd</u><br>City: <u>Lemon Grove</u> State: <u>CA</u><br>Zip: <u>91945</u> Phone: <u>619-233-8000</u><br>Email: <u>proofs@c3insurance.com</u> | Vendor                  | 1000055637              | N/A                          | Dumpster Rental Trash Refuse | \$1400                      | N/A  |                              | N/A   |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____<br>Email: _____   |                         |                         |                              |                              |                             |  |                              |   |

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.**

Form AA05 –Design-Build List of Subcontractors to be Included in the Price Proposal Only

## SUBCONTRACTORS FOR ALTERNATES

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\*  
(Use Additional Sheets As Needed)

| <b>IDENTIFY ALTERNATE</b><br><small>(example: Deductive Alternate B - Only one Alternate and Sub per line)</small> | <b>SUBCONTRACTOR NAME, LOCATION, PHONE &amp; EMAIL</b>  | <small>SUBCONTRACTOR'S CA LICENSE NUMBER</small> | <small>SUBCONTRACTOR'S DIR REGISTRATION NUMBER</small> | <small>IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER</small> | <b>TYPE OF WORK</b>      | <small>DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)</small> |
|--|---|--|--|--|--------------------------|--|
| Add Alt A  | Name: <u>Robertson Recreational Surfaces</u><br>Address: <u>2140 E Cedar Street</u><br>City: <u>Tempe</u> State: <u>AZ</u><br>Zip: <u>85281</u> Phone: <u>800-858-0519</u><br>Email: <u>david.purcell@playcoresurfacing.com</u> | 667261   | 1000047345   | Subcontractor  | Rubber Surface Installer | \$146,218.00   |
|  | Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____<br>Email: _____  |  |  |  |                          |  |
|  | Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____<br>Email: _____  |  |  |  |                          |  |
|  | Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____<br>Email: _____  |  |  |  |                          |  |

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS**

Form AA10 – Design-Build List of Subcontractors Additive/Deductive Alternate To Be Included in Price Proposal Only

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Chapter 10 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   | MATERIAL OR SUPPLIES | DIR Registration Number | DOLLAR VALUE OF MATERIAL OR SUPPLIES | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup> | WHERE CERTIFIED <sup>②</sup> |
|---|----------------------|-------------------------|--------------------------------------|-------------------|-----------------------|--|------------------------------|
| Name: <u>Coast Recreation</u><br>Address: <u>14688 El Molino Street</u><br>City: <u>Fontana</u> State: <u>CA</u><br>Zip: <u>92335</u> Phone: <u>714-619-0100</u><br>Email: <u>jstriegel@coastrecreation.net</u> | Material             | 1000748830              | \$413,222.45                         | Yes               | No                    |  |                              |
| Name: <u>Dave Bang &amp; Associates, Inc.</u><br>Address: <u>PO Box 1088</u><br>City: <u>Tustin</u> State: <u>CA</u><br>Zip: <u>92781</u> Phone: <u>800-669-2585</u><br>Email: <u>info@davebang.com</u>         | Material             | N/A                     | \$330,326.37                         | Yes               | no                    |  |                              |

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.**

Form AA25 – Design-Build Named Equipment/Material Supplier List to be Included in the Price Proposal Only

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

## DESIGN-BUILD AGREEMENT

This Design-Build agreement K-26-2461-DB1-3 is made and entered by and between The City of San Diego [City], a municipal corporation, and **LDCO, Inc.** [Design-Builder], for the purpose of designing and constructing the **Ofc. Jeremy Henwood Park Play Area Replacement** (Project) in the total amount of **Three Million One Hundred Thirty One Thousand Eighty Dollars and Zero Cents (\$3,131,080.00)**, which is comprised of the Base Proposal plus Additive Alternate A.

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 Request for Proposal (RFP) number **K-26-2461-DB1-3** for **Ofc. Jeremy Henwood Park Play Area Replacement**, 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 Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- F. 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.

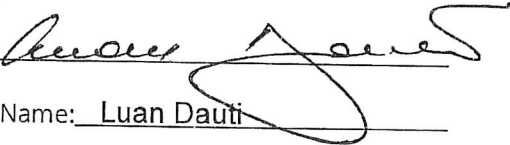
In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows.

### 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 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 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 2021 designee, pursuant to Municipal Code Section 22.3102 authorizing such execution.

**CONTRACTOR**

By: 

Print Name: Luan Dauti

Title: President / CEO

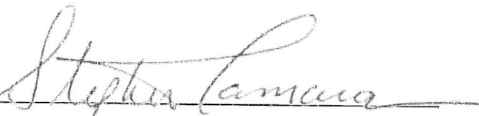
Date: 5/28/2026

City of San Diego License No.: B2008012110

State Contractor's License No.: 872959

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000005567


**THE CITY OF SAN DIEGO**

By: 

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

Date: 6/17/2026

**APPROVED AS TO FORM  
Heather Ferbert, City Attorney**

By: 

Print Name: Dana Fairchild  
Deputy City Attorney

Date: 6/24/2026

## **CERTIFICATIONS AND FORMS**

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

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

State of California

County of San Diego

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

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

## CONTRACTOR CERTIFICATION

---

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

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act" of the project specifications, and that:

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

## **CONTRACTOR CERTIFICATION**

---

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## CONTRACTOR CERTIFICATION

---

### **IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE**

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

## **AFFIDAVIT OF DISPOSAL**

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

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

**Ofc. Jeremy Henwood Park Play Area Replacement**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-26-2461-DB1-3**; SAP No. (WBS) **S-25004**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

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

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State

## **ELECTRONICALLY SUBMITTED FORMS**

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

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

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

- A. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- B. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- C. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**
- E. DESIGN-BUILD PROPOSAL**
- F. DESIGN-BUILDER'S GENERAL INFORMATION**
- G. EXCEL PRICE PROPOSAL SHEET**

## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

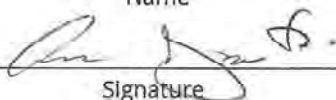
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within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

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

Contractor Name: LDCo, Inc.

Certified By Luan Dauti Title President/CEO

Name

  
Signature

Date 5/05/2026

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

|                         |      |              |       |
|-------------------------|------|--------------|-------|
| Legal Name              |      | DBA          |       |
| LDCo, Inc.              |      |              |       |
| Street Address          | City | State        | Zip   |
| 5155 35th St. San Diego |      | California   | 92116 |
| Contact Person, Title   |      | Phone        | Fax   |
| Luan Dauti / President  |      | 619-607-4604 |       |

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

\* The precise nature of the interest includes:

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

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

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

|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
| Luan Dauti                  | President/CEO                                |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| San Diego, CA               |  |
| Interest in the transaction |  |
| 100% Owner                  |  |

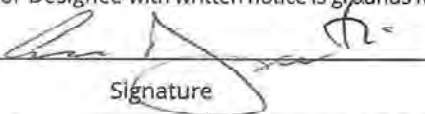
|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
|                             |  |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
|                             |  |
| Interest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

**\* Use Additional Pages if Necessary \***

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

Luan Dauti / President

Print Name, Title



Signature

9/05/2026

Date

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.**

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

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

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

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

| NAME       | TITLE         |
|------------|---------------|
| Luan Dauti | President/CEO |
|            |               |
|            |               |
|            |               |

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

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


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

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

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

Contractor Name: LDCo, Inc.

Certified By Luan Dauti Title President/CEO

Name  Date 5/05/2024

Signature

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

| NAME                                  | TITLE         |
|---------------------------------------|---------------|
| Coast Recreation<br>Jack Lee Striegel | President/CEO |
|                                       |               |
|                                       |               |

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

| NAME                                    | TITLE         |
|---|---------------|
| Dave Bang Associates, Inc.<br>Dave Bang | President/CEO |
|   |               |
|   |               |

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

| NAME                              | TITLE         |
|-----------------------------------|---------------|
| Tot Lot Pros<br>Jack Lee Striegel | President/CEO |
|                                   |               |
|                                   |               |

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

| NAME   | TITLE         |
|--|---------------|
| Robertson Recreational Surface<br>Daniel Ray Robertson | President/CEO |
|  |               |
|  |               |

Contractor Name: LDCo, Inc.

Certified By Luan Dauti Title President/CEO

Name  
  
 Signature

Date 5/05/2024

**\*\*USE ADDITIONAL FORMS AS NECESSARY\*\***

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR Consultant  SUPPLIER  MANUFACTURER

| NAME                                     | TITLE     |
|--|-----------|
| Twining Consulting, Inc.<br>Benito Caban | President |
|  |           |
|  |           |

SUBCONTRACTOR Consultant  SUPPLIER  MANUFACTURER

| NAME                                   | TITLE |
|--|-------|
| Neri Landscape Architect<br>James Neri | Owner |
|  |       |
|  |       |

SUBCONTRACTOR  SUPPLIER  MANUFACTURER

| NAME | TITLE |
|------|-------|
|      |       |
|      |       |
|      |       |

SUBCONTRACTOR  SUPPLIER  MANUFACTURER

| NAME | TITLE |
|------|-------|
|      |       |
|      |       |
|      |       |

Contractor Name: LDCo, Inc.

Certified By Luan Dauti Title President/CEO

Name  
  
 Signature

Date 5/05/2024

**\*USE ADDITIONAL FORMS AS NECESSARY\*\***

**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 **Ofc. Jeremy Henwood Park Play Area Replacement** 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: 5/05/2024

The Design-Builder: LDCo, Inc.

By: Luan Dauti   
(Signature)

Title: President/CEO

## 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 \_\_\_\_\_

(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 \_\_\_\_\_

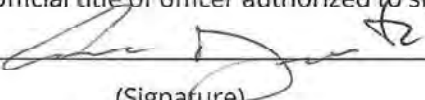
(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

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

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted LDCo, Inc.

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

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

Luan Dauti

(Printed Name)

President/CEO

(Title of Officer)



(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 5155 35th St.

(5) City and State San Diego, CA Zip Code 92116

(6) Telephone No. 619-607-4604 Facsimile No. \_\_\_\_\_

(7) Email Address luan@ldcosandiego.com

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

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

LICENSE CLASSIFICATION A, B, C33

LICENSE NO. 872959 EXPIRES 2/29/2028

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: \_\_\_\_\_

1000005567

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: luan@ldcosandiego.com

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

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

Signature  Title President/CEO

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

Notary Public in and for the County of San Diego, State of California

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

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 5<sup>th</sup> day of May, 2024, by  
Date Month Year

(1) Lucen Davila

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

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

Signature [Handwritten Signature]  
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Request for Proposal  
Document Date: 5/05/2024 Number of Pages: 1  
Signer(s) Other Than Named Above: —

**SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor)** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: LDCo., Inc.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR   | CONSTRUCTOR OR DESIGNER | DIR REGISTRATION NUMBER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK                         |
|---|-------------------------|-------------------------|------------------------------|--------------------------------------|
| Name: <u>Robertson Recreational Surfaces</u><br>Address: <u>2140 East Cedar Road</u><br>City: <u>Tempe</u><br>State: <u>AZ</u><br>Zip: <u>85281</u><br>Phone: <u>800-858-0519</u><br>Email: _____             | Constructor             | 1000047345              | 667261                       | Rubber Surface Installer             |
| Name: <u>Twining Consulting, Inc.</u><br>Address: <u>15950 Bernardo Center Drive</u><br>City: <u>San Diego</u><br>State: <u>California</u><br>Zip: <u>92127</u><br>Phone: <u>858-385-1711</u><br>Email: _____ | Designer                | 1000010826              | N/A                          | Consultant:<br>Special Inspections   |
| Name: <u>Tot Lot Pros</u><br>Address: <u>14688 El Molino Street</u><br>City: <u>Fontana</u><br>State: <u>California</u><br>Zip: <u>92335</u><br>Phone: <u>909-350-9500</u><br>Email: _____                    | Constructor             | 1000002374              | 967975                       | Playground<br>Equipment<br>Installer |
| Name: <u>Neri Landscape Architect</u><br>Address: _____<br>City: <u>San Diego</u><br>State: <u>California</u><br>Zip: <u>92109</u><br>Phone: <u>858-274-3222</u><br>Email: _____                              | Designer                | N/A                     | N/A                          | Architecture<br>and<br>Engineering   |

**\*\* USE ADDITIONAL FORMS AS NECESSARY \*\***

**SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor)** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: LDCo, Inc.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR  | CONSTRUCTOR OR DESIGNER | DIR REGISTRATION NUMBER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK                              |
|--|-------------------------|-------------------------|------------------------------|---|
| Name: <u>Coast Recreation</u><br>Address: <u>14688 El Molino Street</u><br>City: <u>Fontana</u><br>State: <u>California</u><br>Zip: <u>92335</u><br>Phone: <u>714-619-0100</u><br>Email: _____     | Constructor             | 1000748830              | 1059735                      | Playground Equipment Supplier & Installer |
| Name: <u>Dave Bang &amp; Associates, Inc.</u><br>Address: <u>PO Box 1088</u><br>City: <u>Tustin</u><br>State: <u>California</u><br>Zip: <u>92781</u><br>Phone: <u>800-669-2585</u><br>Email: _____ | Constructor             | N/A                     | N/A                          | Playground Equipment Supplier             |
| Name: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>Email: _____   |                         |                         |                              |   |
| Name: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>Email: _____   |                         |                         |                              |   |

**\*\* USE ADDITIONAL FORMS AS NECESSARY \*\***

# City of San Diego

CITY CONTACT: Abel Martinez, Contract Specialist, Email: [MartinezAbel@sandiego.gov](mailto:MartinezAbel@sandiego.gov)  
Phone No. (619) 533-5270

## ADDENDUM 1

## PROPOSAL DOCUMENTS



## FOR

## OFC. JEREMY HENWOOD PARK PLAY AREA REPLACEMENT

|                      |                        |
|----------------------|------------------------|
| RFP NO.:             | <u>K-26-2461-DB1-3</u> |
| SAP NO. (WBS/IO/CC): | <u>S-25004</u>         |
| CLIENT DEPARTMENT:   | <u>1714</u>            |
| COUNCIL DISTRICT:    | <u>9</u>               |
| PROJECT TYPE:        | <u>GA</u>              |

### PROPOSALS DUE:

**2:00 PM**  
**May 5, 2026**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

## **A. CHANGES TO CONTRACT DOCUMENTS**

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

## **B. BIDDER'S QUESTIONS**

Q1. Could you please confirm what is included in the engineer's estimate? Specifically, does it cover only the base bid, or are alternates included as well?

A1. Base Bid and Add Alternates are included in the Engineer's estimate.

Q2. Are there any soils or geotechnical reports available for the site? If so, could you please provide copies or advise on how they can be accessed?

A2. There is no known geotechnical report available for the site.

Q3. Could you share the names of attendees for the mandatory pre-bid?

A3. The Pre-Proposal Meeting Attendance List will be posted on PlanetBids under the "Documents" tab following the completion of the meeting.

Q4. Does the city deem 44th street ADA accessible? The site plan shows the Accessible Path of Travel ending in the fenced off 2-5 play area. Will the City want to provide an accessible path along 44th street and/or in the turf conversion area? So as not to interrupt play in the 2-5 area when children are present.

A4. The Design-Build Team shall evaluate existing site conditions and determine all necessary ADA accessibility improvements required to comply with applicable federal, state, and local regulations. The accessible route shall connect the accessible park entrance at Wightman Street to all required accessible amenities, including but not limited to playground areas, benches, drinking fountains, and restrooms, as generally indicated in the Concept Plans provided in Exhibit A. All proposed accessibility improvements shall be subject to City review and approval.

Q5. Will the City want to replace/modify concrete walkway outside the Accessible Path of Travel but adjacent to the project area that has tripping hazards?

A5. Tripping hazard areas around the 5-12 year-old playground should be replaced or modified.

- Q6. Will benches along the Accessible Path of Travel outside of the play areas need to be evaluated for accessibility and potentially replaced/modified? Will a certain number of accessible benches along the Accessible POT be required?
- A6. The Concept Plan shows the benches being replaced in the 2–5 year-old play area and those along the POT should be evaluated for accessibility. If new benches are provided, they are required to comply with the following requirements:
1. For new benches to be installed: they need to comply with ADA903 and CBC11B-903. For the ratio “At least 20%, but no less than one, of each type of seating shall be accessible and provided along the accessible route areas serving each element or facility of the park. Outdoor Developed Areas § F247.5.” Wheelchair spaces shall also be provided for all new benches compliant with ADA 802 and CBC 802. All accessible benches shall be located along the accessible route, preferably in an alcove.
  2. For benches that will be relocated: Provide wheelchair spaces for all relocated benches compliant with ADA 802 and CBC 802.
- Q7. Is the intent for the light posts in the play area to be removed & replaced, salvaged & moved, or protected in place?
- A7. The intent is for the light posts to be salvaged and relocated as shown in the “2-5 PLAYGROUND CONCEPT PLAN HENWOOD PARK” – included in Exhibit A of Attachment A.
- Q8. Did the community review and approve the conceptual play equipment and fitness equipment designs shown in the RFP?
- A8. Yes.
- Q9. Can the city provide an extension for the RFP due date?
- A9. No.
- Q10. Is the City providing utility mark out & incorporating into the topographic survey?
- A10. The City will not provide utility mark-out services. The Design-Build Team shall be responsible for identifying, verifying, and coordinating all utility locations as required for design and construction.

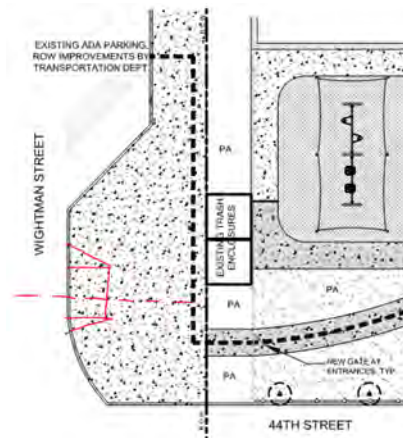
- Q11. If additional survey points are required, will the City provide that after award or does the design build team need to provide their own supplemental survey if additional spots are needed?
- A11. The City will provide base survey information for the project. The Design-Build Team shall be responsible for performing any additional survey, verification, or investigation necessary to support design development, including but not limited to utility verification as required.
- Q12. Please confirm that no ADA parking is needed on Fairmont.
- A12. No ADA parking is required on Fairmont Avenue.
- Q13. Does the design team need to prepare as-built record drawings for both onsite and offsite areas after construction?
- A13. The Design team needs to provide As-builts for all work performed.
- Q14. Should bike racks be included anywhere?
- A14. No.
- Q15. Are restroom as-built plans available?
- A15. As-builts for 30068-D are available at Development Services Department (DSD).
- Q16. Is there an existing soils report/geotechnical report?
- A16. There is no known geotechnical report available for the site. The Design team is to assess the need for geotechnical evaluation and provide it if needed.
- Q17. During the construction phase, will the City or the design-build team provide construction staking?
- A17. The City will provide base survey information for the project. The Design-Build Team shall be responsible for performing any additional survey, verification, or investigation necessary to support design development, including but not limited to utility verification as required.
- Q18. During the construction phase, will the City or the design-build team provide special inspection observation?
- A18. The Builder is to provide all special inspections.
- Q19. Can the list of attendees from the pre-bid meeting be provided?
- A19. The Pre-Proposal Meeting Attendance List will be posted on PlanetBids under the "Documents" tab following the completion of the meeting.

Q20. On page 25 item 2 Scope of work, the Adult Fitness area is described as an area with 2,100 sq. ft. of safety surfacing, however under the Additive alternate 1 bullet 3, the Adults Fitness area is described as an area with 1,600 sq. ft. of safety surfacing. Please clarify the size of the Adult Fitness area. The Proposed Fitness layout does not match the existing available footprint as indicated on the bridging documents. How does the City want to proceed with the fitness area. The current layout is in conflict with the existing restroom.



A20. The Adult Fitness Area shall be designed within the limits of the existing grass area as shown in the bridging documents. The Design-Build Team shall determine final layout and quantities, including safety surfacing area, and include all associated costs in their proposal. The City will review and approve the final design during the design phase.

Q21. The bridging documents indicate to upgrade ADA parking and provide a new path of travel into the 2-5 play area, but do not indicate to replace or provide a path of travel from the shopping center across Whitman Street as discussed at the site visit. Please clarify if this additional path of travel is required.



- A21. An accessible route to the shopping center across Whitman Street is not required.
- Q22. Please clarify if the design team will be responsible for permitting through Accela, or if the design team will submit to a City PM for permitting. Please clarify the intended city review process for permitting, P&R review, and Citywide review.
- A22. The Design-Build Team shall be responsible for preparing and submitting all required permit documents through the City's Accela system (Development Services Department). The City will conduct design reviews at the 60%, 100%, and final design stages. The Design-Build Team shall be responsible for coordinating with all applicable agencies and incorporating review comments into subsequent submittals.
- Q23. The special provisions indicate to utilize the 2021 edition of the greenbook/whitebook. The new 2024 edition was just approved for use on April 14, 2026. Will the new 2024 version be required or will this project follow the 2021 version?
- A23. The new 2024 version is not required.

Elif E. Cetin, Director  
Engineering & Capital Projects Department

Dated: *April 24, 2026*

San Diego, California

EEC/MA/kv

# LDCo., Inc.

## Design-Build Proposal

### Officer Jeremy Henwood Park Play Area Replacement

RFP No. K-26-2461-DB1-3 | City of San Diego

*Response to Attachment G — Evaluation and Selection Criteria*

May 5, 2026

**Submitted by:**

LDCo., Inc.

5155 35th Street, San Diego, CA 92116

Office: (619) 607-4604 | [www.ldcosandiego.com](http://www.ldcosandiego.com)

CSLB License #872959 (Class A, B, C-33) | DIR #1000005567

**Certifications: SLBE / SB / Section 3**

Primary Contact: Jonuz Dauti, Project Manager

(619) 651-3589 | [jonny@ldcosandiego.com](mailto:jonny@ldcosandiego.com)

## 1. Proposer Exceptions to this RFP

LDCo., Inc. takes no exceptions to the terms, conditions, specifications, or requirements set forth in this Request for Proposal (RFP No. K-26-2461-DB1-3), the General Conditions, the GREENBOOK, the WHITEBOOK, the Supplementary Special Provisions, the Design-Build Agreement, or any of the Attachments. LDCo. accepts the RFP in its entirety and is prepared to perform all Work and Services in accordance with the contract documents.

## 2. Summary of Proposal

### 2.1 Project Understanding

LDCo., Inc. ("LDCo.") is pleased to submit this Design-Build proposal for the Officer Jeremy Henwood Park Play Area Replacement. We understand the City of San Diego has worked closely with the City Heights community to develop a vision for this neighborhood park, and that the project will deliver a safer, more accessible, and more inviting play environment for residents of Council District 9. Our proposal addresses the full Base Bid scope (replacement of the 2–5-year-old play area, ADA path-of-travel and restroom upgrades, and conversion of turf to ornamental landscaping with irrigation modifications) as well as Additive Alternate 1 (replacement of the 5–12-year-old play area and installation of the new Adult Fitness area). We have priced and planned both as a single, cohesive program of work.

### 2.2 About LDCo., Inc.

LDCo. is a family-owned, San Diego–based general contractor founded in 2004 by Luan Dauti, who continues to serve as President and Owner. We maintain over 20 years of continuous experience working with public agencies in San Diego, including the City of San Diego, the City of Temecula, and the San Diego Housing Commission. We hold a CSLB Class A, B, and C-33 license (#872959) and we are certified as a Small Local Business Enterprise (SLBE) by the City of San Diego, a State of California Small Business, and a Section 3 Business Concern. LDCo. self-performs a broad range of trades in-house — concrete, framing, drywall, painting, demolition, plastering, stucco, and additional capabilities as a project requires — which gives us tight control over schedule, quality, and cost on every project.

LDCo. is comfortable across the full spectrum of project scale and complexity. We carry a strong bonding capacity of \$40 million and are accustomed to delivering jobs ranging from multi-million-dollar affordable-housing rehabilitations (Pacific Village, Presidio Palms, Mariners Village, Hotel Sandford) to City of San Diego neighborhood-park projects directly comparable to Henwood Park (Crown Point Playground & Parking Lot Improvements; Carmel Del Mar NP Comfort Station). That breadth means the same bench of estimators, project managers, and superintendents who manage a \$13M housing rehab also manage a \$3M park playground — and Henwood will receive the same disciplined approach.

## 2.3 Why LDCo. for Henwood Park

- Directly relevant, in-progress experience. Our two most recent reference projects — Crown Point Playground & Parking Lot Improvements and Carmel Del Mar Neighborhood Park Comfort Station — are City of San Diego playground/park/ADA projects that mirror the Henwood scope, and both are nearing successful completion under the same program staff who will oversee Henwood.
- A team that has worked together. Senior Project Manager Luan Dauti, Superintendent Marco A. Garcia, and Project Manager Jonuz Dauti have delivered multiple projects together (Pacific Village, Presidio Palms, Crown Point) with consistent on-schedule, on-budget results.
- A qualified Design-Build team. Architectural and ADA leadership is provided by Kyle Stephens, AIA, NCARB of Kyle Stephens & Associates, Inc. — engaged by LDCo. as our third-party architectural consultant for this project.
- Manufacturer-certified installation. All play and fitness equipment will be installed by Tot Lot Pros (CA Contractor Lic. #967975) per manufacturer requirements, and all rubber safety surfacing — whether poured-in-place or PlayMatta tile — will be installed by a manufacturer-certified surfacing installer.
- Strong SLBE/ELBE/DVBE participation. As an SLBE prime, LDCo. commits to 25%+ certified-subcontractor participation, exceeding the 3.8% mandatory floor and targeting the maximum 25 EOCB scoring points.

## 2.4 Commitment

LDCo. has reviewed all RFP documents in their entirety, attended the Pre-Proposal Meeting on April 8, 2026, and conducted a Site Visit on April 15, 2026. We take no exceptions to the RFP. We are prepared to deliver a complete, code-compliant, durable, and community-responsive Design-Build project within the 310 Working Day contract period and within the City's estimated project budget of \$2,900,000.

# 3. Project Team (10 Points)

## 3.1 Management Plan

LDCo. organizes the Henwood Park project around a single, accountable management line. Project Manager Jonuz Dauti is the sole point of contact for the City Resident Engineer and Project Manager. He is responsible for budget, schedule, quality, all permitting, RFI and submittal coordination, schedule generation and updates, resource management, and overall project direction. Senior Project Manager Luan Dauti provides executive oversight, contract administration, and bond/insurance management. Superintendent Marco A. Garcia is responsible in the field for all construction efforts, irrigation installation oversight, daily quality control, permit compliance, and direct coordination with the design team. The Design-Build team — led by Kyle Stephens, AIA, NCARB — is integrated into LDCo.'s schedule and meeting

cadence from Limited Notice to Proceed through closeout, ensuring constructability is checked at every design milestone and the City receives a single, unified Design-Builder voice.

Internal communication runs on a weekly project meeting (Tuesdays), a weekly subcontractor coordination meeting (Thursdays), and a monthly executive review with the Owner.

Documentation is centralized in a shared project portal: contract documents, RFIs, submittals, change orders, daily reports, schedules, and meeting minutes are all controlled in one place and available to the City team in real time. We have used this same management structure on Crown Point and Carmel Del Mar with strong results.

## **3.2 Key Personnel and Subcontractors**

### **3.2.1 Civil Engineer (CA-Registered)**

Civil engineering for this project is provided through two coordinated sources. Grading, drainage, and stormwater control plans (per the City-provided survey and the City of San Diego Storm Water Standards) are produced by Neri Landscape Architects (NLA) — see Section 3.2.8 — with consulting California-registered Civil PE stamping as required for plan-check. Structural engineering for each play and fitness installation is provided by the equipment manufacturer's in-house California-registered Civil Engineer: Playworld Systems for the 2–5-year-old play area, and Landscape Structures for the 5–12-year-old play area and the Adult Fitness area. Each manufacturer-employed Civil Engineer produces the stamped sub-grade specifications, drainage details, and footing calculations for their installation. LDCo. coordinates submittal, plan-check, and inspection of all stamped drawings through Kyle Stephens & Associates and the City Engineer.

### **3.2.2 Architectural ADA Expert**

Kyle Stephens, AIA, NCARB — President, Kyle Stephens & Associates, Inc., 1350 Columbia Street, Suite 702, San Diego, CA 92101 — (619) 253-2742. Kyle Stephens & Associates is engaged by LDCo. as our third-party architectural and ADA consultant for this project under a project-specific consulting agreement. Kyle Stephens leads the assessment and design of building, path-of-travel, and site compliance with the 2010 ADA Standards for Accessible Design and the California Building Code, Chapter 11B. His scope includes the restroom interior accessibility upgrades, parking and curb-ramp design on Wightman Street, the accessibility plan submittal required by Attachment A, and review of all play-equipment layouts for compliance with Title 22 and ASTM F1487-21. As a licensed architect with NCARB credentials and a long record of San Diego public-agency work, Kyle is fully qualified to serve as our Architectural ADA Expert.

### **3.2.3 Project Manager**

Jonuz Dauti, Project Manager, LDCo., Inc. — (619) 651-3589, jonny@ldcosandiego.com. Jonuz has served as Project Manager or Assistant Project Manager on Pacific Village, Presidio Palms, and Crown Point Park, and brings direct, in-progress experience managing the Crown Point Playground & Parking Lot Improvements project for the City of San Diego — a project nearly identical in scope to Henwood. He is responsible on this project for the budget, schedule, quality, RFI/submittal coordination, permitting, schedule generation and updates, resource

management, and overall day-to-day project management. A two-page resume is included in the supporting documentation package.

### **3.2.4 Project Superintendent**

Marco A. Garcia, Superintendent, LDCo., Inc. Marco has been the field leader on Pacific Village (with Luan and Jonuz Dauti) and is currently Superintendent on Crown Point Park alongside Jonuz. He is responsible on Henwood for all construction efforts, daily field operations, designer coordination, irrigation installation, quality control, compliance with all required permits, and field construction in coordination with the Project Manager. A two-page resume is included in the supporting documentation package.

### **3.2.5 Concrete and Flatwork Installer**

LDCo. self-performs all concrete and flatwork on this project. We hold a CSLB Class A, B, and C-33 license, maintain dedicated concrete crews, and have demonstrated high quality-control standards on multiple recent City projects. Self-performance allows us to control the schedule, the finish standard, and the field response time on every concrete pour, ramp, and ADA path on Henwood.

#### **Two recent examples of LDCo. self-performed concrete and flatwork:**

- Crown Point Playground & Parking Lot Improvements (City of San Diego — BN2178-008, K-23-2178-JOC-3). Self-performed playground and parking-lot concrete, including new ADA curb ramps, accessible parking stalls, walkways, planter areas, and path-of-travel concrete from the parking lot to the playground. Reference: Leonel Garcia, Assistant Engineer — Civil, City of San Diego ECPD CMFE, (619) 929-1586, LGarciasoto@sandiego.gov.
- Carmel Del Mar Neighborhood Park Comfort Station (City of San Diego — BN2178-010, K-23-2178-JOC-3). Self-performed comfort-station foundation, slab, and ADA approach concrete. Reference: Seren Abdal, Assistant Engineer — Civil, City of San Diego ECPD CMFE, (858) 495-7910, SAbdal@sandiego.gov.

### **3.2.6 Play and Fitness Equipment Installer**

Tot Lot Pros — California Contractor License #967975 (Classifications: B, D34, D12), DIR Registration #1000002374; 14688 El Molino Street, Fontana, CA 92335; (909) 350-9500. Tot Lot Pros is a manufacturer-certified Coast Recreation installer (Coast Recreation: CSLB #1059735; Classifications B, C61/D12, C61/D34) and is fully licensed and registered in the State of California per Section 3.1.6 of the RFP and the 2024 Consultant's Guide to Park Design. Tot Lot Pros will install all play and fitness equipment in compliance with the 2024 Consultant's Guide to Park Design, ASTM F1487-21, CPSC Public Playground Safety Handbook (Pub. #325), CCR Title 22 Division 4 Chapter 22, and the manufacturer's installation instructions. Equipment for this project is supplied through Coast Recreation and Dave Bang and Associates (PO Box 1088, Tustin, CA 92781) — both of which are the City-referenced suppliers in the Bridging Documents (Attachment A) — providing the strongest possible alignment between the suppliers of record, the certified installer, and the as-designed Concept Plans.

### **3.2.7 Rubber Safety Surfacing Installer**

Robertson Recreational Surfaces — California Contractor License #667261 (Classification C61/D12); 2140 East Cedar Street, Tempe, AZ 85281. Robertson Recreational Surfaces is a manufacturer-certified rubber safety surfacing installer who will install all rubber safety surfacing on this project — whether specified as poured-in-place rubber or PlayMatta interlocking tile. Manufacturer certification is required to maintain the surfacing manufacturer's warranty, to satisfy the impact-attenuation requirements of ASTM F1292 at the documented critical fall heights (9'-6" for the 2–5 play area), and to satisfy the accessibility requirements of ASTM F1951. Robertson will provide a project-specific manufacturer's warranty letter at substantial completion, which will be furnished to the City along with the warranty binder.

### **3.2.8 Geotechnical Landscape Architect**

Neri Landscape Architects (NLA) — 928 Hornblend Street, Suite 3, San Diego, CA 92109. Lead Landscape Architect: James Neri (Owner). Landscape Designer: Onie Hadloc. NLA is a City of San Diego–certified SLBE firm (cert included as Exhibit 6 of this proposal). NLA is responsible for the grading and drainage plans based on the City-provided survey, the planting plan submittal required by Attachment A (turf-to-ornamental-shrub conversion), the irrigation modifications, plant selection consistent with City of San Diego Park & Recreation standards and water-budget requirements, and geotechnical input on play-area subgrade preparation, sub-drain placement, and rubber safety-surfacing substrate. NLA brings deep San Diego public-park experience and works seamlessly with our Architectural ADA Expert (Kyle Stephens & Associates) and the playground manufacturers' civil engineers to produce a single, coordinated submittal package.

## **4. Technical Approach and Design Concept (30 Points)**

LDCo. proposes to deliver the play areas, fitness area, and ADA improvements per the approved Concept Drawings included as Exhibits A–D of Attachment A, using the manufacturer products specified by the City (Playworld Systems for the 2–5 area and Landscape Structures for the 5–12 and Healthbeat fitness area, supplied through Coast Recreation), or approved equals. Our Design-Build approach honors the community-driven design that the City Heights Community Recreation Group has already validated, and focuses LDCo.'s effort on rigorous design development, constructability, and a defect-free installation.

### **4.1 Proposed Design Schedule**

Following Notice to Proceed, LDCo. and Kyle Stephens & Associates will execute the design in three structured submittals to the City: (1) Design Development including the accessibility plan, civil/grading concept, planting concept, and equipment confirmation; (2) Permit/Plan-Check submittal including all permit drawings, structural calculations for shade structures, and full ADA path-of-travel plans; and (3) 100% Construction Documents including the final irrigation modifications, signed/stamped plans, and the final equipment cut sheets.

Equipment procurement begins after City approval of the design submittals (per the City Final Review milestone in our Tentative Bid Schedule), with Coast Recreation's confirmed 8–10 week

production lead time built into the schedule so materials arrive on site as demolition and subgrade work are complete.

**Refer to Exhibit 5 — Tentative Bid Schedule (attached) for the full design and construction sequencing, durations, and key milestones.**

## 4.2 Value of Equipment (8 Points)

LDCo. will furnish and install all play and fitness equipment shown on the City's Concept Plans (Exhibits A through D of Attachment A) and on the manufacturer cut sheets included in our Exhibit 4. The proposal covers the complete inventory of elevated play components, transfer-accessible components, ground-level components (including different types per ADA requirements), site furnishings, shade structures, custom community-identity panels, and the full Healthbeat fitness suite for the Adult Fitness Area — at no additional cost to the City. Where any item is shown on the plans but not explicitly listed in our submittal narrative, LDCo. will furnish that item as part of the Base Bid (or Additive Alternate, as applicable) under the principle that everything shown on the approved Concept Plans is included.

The 2–5-year-old play area is delivered per the Playworld Systems concept (Drawing #C24170PMR3 25), or approved equal, and the 5–12-year-old play area and Adult Fitness Area are delivered per the Landscape Structures concept (Drawing #1192799-02-01) and the Healthbeat fitness equipment list, or approved equals. Refer to Exhibit 4 — Playground Equipment Schematics for full equipment details, manufacturer cut sheets, and the as-designed counts.

## 4.3 Play Value (8 Points)

The community-validated Concept Plans intentionally pair structured climbing and sliding events with a rich set of social, sensory, and modular elements that invite parallel and group play. LDCo. will deliver these in their entirety, preserving the play-value mix the community has already endorsed:

- Social and group play: 3 ModPods with 4 Anywhere Seats, the Quattro See-Saw, the 2-Bay 5" OD Arch Swing with two tot seats and two ADA seats under shade, the Babble-On chime pair (deck and ground), and the Concerto musical set (5-Congas, Large Cabasa, Vibes, and Chimes) all encourage face-to-face interaction.
- Sensory and cognitive play: Treasure Tumble, Scavenger Hunt, Slide & Solve, Tactile Insert, Color Reel, Sky Color Reel, Custom Graphics panels with fiberglass signs, and the Concerto musical set address tactile, visual, auditory, and cognitive development.
- Active and physical challenge: a 360° Spiral Slide, Twist & Shout Slide, Glide Slide, Cliff Hanger, Solar Climber, Spiral Climber, Ribbon Climber, Climbing Squares, Rope Ladder, Crazy Bones Bridge, Kaleidocrossing Catwalk, and the Spin Cup support gross-motor and vestibular development.
- Boundless/inclusive play: a Nuvo 36" Transfer Station, an Accessible Swing Seat, the ground-level PlayCube, the ModPods at tabletop height, and the ground-level activity

panels (Babble-On, Treasure Tumble, Scavenger Hunt, Tactile Insert, Custom Graphics) ensure that children of all abilities have meaningful choices both at and above grade.

The 5–12 area continues this layered approach with the Mobius Climber, Lolliladder, Boogie Board, and Track Ride providing high-challenge events while the Digifuse Panels (with City-supplied custom artwork) and the Custom Communication Panel root the play space in the City Heights neighborhood identity. The result is a continuously varied, group-oriented, sensory-rich environment — not a repetition of similar events.

#### 4.4 Safety and Access (8 Points)

All play and fitness equipment, layout, and surfacing will meet or exceed the requirements of:

- ASTM F1487-21 (Standard Consumer Safety Performance Specification for Playground Equipment for Public Use)
- ASTM F1292 (Impact Attenuation of Surfacing) appropriate to the 9'-6" critical fall height of the 2–5 design and the documented critical fall height of the 5–12 design
- ASTM F1951 (Accessibility of Surface Systems Under and Around Playground Equipment)
- CPSC Public Playground Safety Handbook (Publication #325)
- CCR Title 22, Division 4, Chapter 22 (Public Playgrounds)
- 2010 ADA Standards for Accessible Design and California Building Code, Chapter 11B
- 2024 Consultant's Guide to Park Design (City of San Diego)

Every play component supplied through Coast Recreation is IPEMA-certified, verifiable on [www.ipema.org](http://www.ipema.org), and shipped with full ASTM compliance documentation. Play and fitness equipment installation will be performed exclusively by Tot Lot Pros, which is certified by the manufacturer (Coast Recreation / Playworld Systems / Landscape Structures) for these specific product lines and licensed to install them in California per Section 3.1.6 of the RFP. Rubber safety surfacing — whether poured-in-place or PlayMatta tile — will be installed exclusively by a manufacturer-certified rubber surfacing installer, with the surfacing manufacturer's warranty letter delivered to the City at substantial completion.

To ensure equivalent stimulating experiences for children with disabilities, our installation preserves the as-designed parity of components: every elevated event has a comparable (though not necessarily identical) ground-level or transfer-accessible counterpart — for example, the Babble-On chime is provided both at deck level and ground level; the Custom Graphics Sky Panel at deck level is paired with three ground-level Custom Graphics panels with fiberglass signs; the Modular Sensory Pods are provided at tabletop height with Anywhere Seats. The Nuvo 36" Transfer Station, Accessible Swing Seat, and ADA-compliant safety surfacing complete the inclusive design.

## 4.5 Durability (6 Points)

LDCo. recognizes that Park & Recreation maintenance staff need a play environment that holds up for at least 15 years without repainting, repair, or resurfacing. Our equipment specifications and our installation approach are both selected with that horizon in mind:

- Industrial-grade materials: 5" OD steel posts with riveted caps, hex-coated steel deck assemblies, rotomolded plastic and sheet plastic components specified per IPEMA-certified product lines, and aluminum tubing at 100% pre-consumer recycled content for long-term color and structural integrity.
- Manufacturer warranty stack: posts and structural members carry the manufacturer's lifetime limited warranty; rotomolded plastics are warrantied 15 years; moving parts and bearings are warrantied 5 years. LDCo. will register all warranty information at substantial completion and provide the City with a complete warranty binder.
- Manufacturer-certified rubber safety surfacing: applied at the depths required by ASTM F1292 for the documented critical fall height (9'-6" for the 2–5 area), installed by the manufacturer's certified installer to maintain warranty and impact-attenuation compliance, with a 5-year LDCo. workmanship warranty layered over the manufacturer's product warranty.
- Powder-coat color systems: factory-applied, UV-stable, two-stage color systems on all painted steel — the manufacturer's commercial-grade coating system, not a field-applied paint that would require repainting.
- Plant Establishment Period diligence: irrigation pressure-testing, controller programming verification, and a documented hand-off package so that the planting and turf-to-shrub conversion areas come out of the Plant Establishment Period in a healthy, sustainable condition.

## 5. Construction Plan (25 Points)

### 5.1 Construction Approach and Methods (7 Points)

LDCo. will execute the Henwood Park work as a single, continuous Design-Build project sequenced to minimize community impact, protect park users, and keep the work front moving without idle days. After Limited Notice to Proceed and the design phase described in Section 4, the construction sequence is:

- Pre-construction: project-specific safety plan; SWPPP and BMPs installed; tree-protection fencing; community notification door-hangers distributed within a 500-foot radius and posted at all park entries no fewer than 7 days before work begins (per Appendix G of Attachment E).
- Site protection and demolition: temporary chain-link construction fencing with privacy screen around each active work zone, K-rail at vehicle approaches as needed, and full demolition of the existing 2–5 play area (and 5–12 play area under Additive Alternate 1),

including existing safety surfacing, equipment, footings, and any deteriorated walkway sections in the immediate work zone.

- Subgrade, drainage, and structural concrete: subgrade compaction to specification; subdrain placement where required; play-area perimeter curbs and ADA path-of-travel concrete poured in continuous lifts to maintain finish quality; equipment footings poured per manufacturer drawings.
- Equipment installation: post-installation by Tot Lot Pros immediately following footing cure, with manufacturer-supervised verification of post height, plumbness, and component-to-component spacing per ASTM F1487-21 use-zone requirements.
- Rubber safety surfacing: poured-in-place or PlayMatta tile installed by the manufacturer-certified rubber surfacing installer only after equipment is fully set, plumbed, and accepted, and only when the substrate moisture content meets the manufacturer's tolerance.
- Restroom ADA upgrades: interior accessibility work and exterior approach work staged to minimize restroom downtime; portable ADA-compliant restrooms provided on site during any closure window.
- Turf-to-shrub conversion and irrigation: existing irrigation modified per the approved planting plan; ornamental shrub planting installed; controller reprogrammed; Plant Establishment Period begins at substantial completion.
- Punch list, closeout, and Plant Establishment Period: City walk-through, punch list, warranty binder, O&M manuals, as-built record drawings, and the documented Plant Establishment Period.

## 5.2 Plan for Operation of Facility During Construction (5 Points)

Officer Jeremy Henwood Park is an active neighborhood resource and the park as a whole will remain open to the community throughout construction. Only the active work zones will be fenced and closed to the public:

- Each active work area is enclosed in a 6-foot temporary chain-link fence with privacy screen and posted with project signage identifying the project, the contractor, and the City contact.
- The restroom remains open whenever feasible; a portable ADA-compliant restroom is provided on site during any required closure of the permanent comfort station.
- Pedestrian path-of-travel detours are maintained continuously between Wightman Street and Fairmount Avenue, with code-compliant temporary access and signage, so that residents who are not using the play areas can still cross and use the open turf, picnic, and walking areas of the park.
- Daily site cleanup, dust control via water trucks, noise-window adherence (work hours per City Municipal Code), and immediate trash haul-off keep the un-fenced portions of the park presentable and usable.

- A 24/7 emergency contact line (Superintendent Marco A. Garcia and Project Manager Jonuz Dauti) is posted on the construction fence so that residents and the City can reach LDCo. immediately for any concern.

### 5.3 Plan for Phasing of Construction Activities (5 Points)

The work is organized into two clear phases: a Design Phase, during which the park remains fully open and unaffected, followed by a Construction Phase, during which only the active work area is fenced off. Each play area stays open to the public until LDCo. is ready to begin construction on that specific area — at which point that area is fenced and the work proceeds in a single, focused mobilization. The full sequencing is shown in Exhibit 5 — Tentative Bid Schedule.

| Phase                         | Scope   | Community Impact   |
|-------------------------------|---|--|
| <b>Phase 1 — Design</b>       | Design Development, Accessibility Plan, City reviews and submittals, Permit and Plan-Check, Construction Documents, equipment shop drawings and procurement   | No site impact. Both play areas, the restroom, and all open turf remain fully open and in use throughout the Design Phase.   |
| <b>Phase 2 — Construction</b> | Mobilization, demolition, subgrade and drainage, concrete, ADA path-of-travel and restroom upgrades, play and fitness equipment installation, shade structures, site furnishings and fencing, site electrical, rubber safety surfacing, turf-to-shrub conversion and irrigation, Plant Establishment Period, punch list, and closeout | Each play area stays open until LDCo. is ready to begin construction on that specific area; only the active work zone is fenced off at any given time. Restroom remains open whenever feasible (with a portable ADA unit during any interior closure). Open turf and walking paths remain open throughout. |

### 5.4 Proposed Construction Schedule (6 Points)

The full project, including the Plant Establishment Period, is delivered within the 310 Working Days from Notice to Proceed required by Section 7 of the RFP. The complete construction sequence — from Notice to Proceed through Final Acceptance — is shown in detail in Exhibit 5 — Tentative Bid Schedule, which includes all major phases (Design and Permitting, Equipment Procurement, Playground and Site Improvements, Site Accessibility Path of Travel, Bathroom Renovations, and Commissioning and Final Inspections), task durations, predecessor relationships, and a Gantt-chart visualization.

**Refer to Exhibit 5 — Tentative Bid Schedule (attached) for the full construction sequencing, durations, and key milestones.**

The schedule is maintained in Microsoft Project and is updated monthly using a Critical Path Method (CPM) network. A baseline schedule is delivered with the Design Development

submittal, and float on equipment delivery and rubber-surfacing curing windows is monitored as a project-level risk and reported in every monthly progress meeting with the City.

## 5.5 Traffic Control Management (2 Points)

The bulk of the work is interior to the park and requires no public-street traffic control. Two work areas, however, do require Traffic Control Plans:

- Wightman Street ADA parking, curb-ramp, and sidewalk replacement: a Traffic Control Plan per the City of San Diego TCP standards and the California MUTCD, with single-lane closure as needed for short windows during ramp pours, advance signage, certified flaggers, and pedestrian detours that maintain ADA-compliant routes.
- Construction access and material delivery: deliveries are scheduled outside school-arrival and -dismissal windows and outside posted park peak hours; haul routes are submitted in advance per City requirements; no on-street staging is used — staging is internal to the project site.

## 6. Equal Opportunity Contracting Program (25 Points)

### 6.1 Commitment

LDCo., Inc. is itself a City-certified Small Local Business Enterprise (SLBE), with SLBE certification current through February 5, 2027. We are also certified as a Section 3 Business Concern by the San Diego Housing Commission (cert #15S3BC061601, current through April 10, 2027), and as a State of California Small Business (#2015690). We treat the EOCP not as a compliance requirement but as a core part of how we build our subcontractor base.

LDCo. commits to maximum certified-business participation on this project — combining LDCo.'s own SLBE-certified self-performed scopes with City-certified subcontractors — which exceeds the 3.8% mandatory floor in Section 11 of the RFP and targets the maximum 25 EOCP scoring points under Section 6 of Attachment G. As a City-certified SLBE prime, LDCo. self-performs Demolition & Hauling, Asphalt Paving, Fencing, Site Electrical Tie-Ins, and Concrete & Flatwork in-house — meaningful scopes of work delivered by an SLBE-certified business. In addition, Neri Landscape Architects (NLA), our Landscape Architect of record for grading, drainage, planting, and irrigation, is a City of San Diego–certified SLBE firm (cert attached as Exhibit 6).

### 6.2 Outreach and Good Faith Effort

Outreach to certified subcontractors began at the Pre-Proposal Meeting on April 8, 2026. LDCo. has used the City's current SLBE/ELBE Certified Firms List (posted to the PlanetBids Documents tab for this project), the City of San Diego Equal Opportunity Contracting outreach lists, and our own ongoing relationships with local certified firms in San Diego County. Outreach was conducted by phone, email, and posted RFQ on PlanetBids, with the project plans, schedule, and scope of work made available to all interested certified firms. A documented

Good Faith Effort package is on file with LDCo. and will be furnished within 3 Working Days of bid opening if requested.

### 6.3 Anticipated Certified Subcontractor Participation

The trades below represent the anticipated certified-subcontractor participation. Final firm names, dollar amounts, and certification numbers are provided in the Schedule of Subcontractors submitted with the Price Forms (Attachment H).



| Trade / Scope  | Certification Sought    | Anticipated Sub                                  |
|--|-------------------------|--|
| Landscape Architecture & Civil<br>(Grading/Drainage/Planting/Irrigation) | <b>SLBE — confirmed</b> | <b>Neri Landscape Architects (NLA)</b>           |
| Demolition & Hauling   | <b>SLBE — confirmed</b> | <b>LDCo Self-Perform</b>                         |
| Asphalt Paving   | <b>SLBE — confirmed</b> | <b>LDCo Self-Perform</b>                         |
| Rubber Safety Surfacing<br>(PIP / PlayMatta)                             | Not SLBE                | Robertson Recreational Surfaces (CSLB #667261)   |
| Play & Fitness Equipment Installation                                    | Not SLBE                | Tot Lot Pros (CSLB #967975, Coast Rec certified) |
| Site Electrical (lighting ties)  | <b>SLBE — confirmed</b> | <b>LDCo Self-Perform</b>                         |
| Fencing  | <b>SLBE — confirmed</b> | <b>LDCo Self-Perform</b>                         |

All certified subcontractor amounts and certification numbers will be reported per the City's Equal Opportunity Contracting Program forms (Attachment C and the Schedule of Subcontractors form), and progress reports will be filed in compliance with EOCP throughout construction.

## 7. Reference Checks (5 Points)

### Reference 1 — Crown Point Playground & Parking Lot Improvements

**Contact:** Leonel Garcia, Assistant Engineer — Civil

**Organization:** City of San Diego, Engineering & Capital Projects Department, Construction Management and Field Engineering

**Phone:** (619) 929-1586

**Email:** LGarciasoto@sandiego.gov

**Project Description:** Crown Point Playground & Parking Lot Improvements (Task BN2178-008 under JOC K-23-2178-JOC-3) — total task value \$3,131,710.41, 220 working days. The Crown Point project is a near-twin of Henwood: demolition and replacement of the existing playground including new play equipment and rubber safety surfacing; new site furnishings (picnic tables, benches); ADA path-of-travel and walkway upgrades; full parking lot resurfacing; new planter areas with new trees; modular wetland system; new irrigation system; accessible parking stalls; and new curb ramps. LDCo. is currently in the closeout phase. Jonuz Dauti and Marco A. Garcia are the active Project Manager and Superintendent on Crown Point, the same roles they will hold on Henwood. Relevance: same client, same trade scope, same key personnel, near-completion track record.

## Reference 2 — Carmel Del Mar NP Comfort Station

**Contact:** Seren Abdal, Assistant Engineer — Civil

**Organization:** City of San Diego, Engineering & Capital Projects Department, Construction Management and Field Engineering

**Address:** 9573 Chesapeake Drive, San Diego, CA 92123

**Phone:** (858) 495-7910 (office); (619) 694-0198 (cell)

**Email:** SAbdal@sandiego.gov

**Project Description:** Carmel Del Mar Neighborhood Park Comfort Station (Task BN2178-010 under JOC K-23-2178-JOC-3) — comfort-station construction with full accessibility-compliant approaches, monument perpetuation, asbestos survey coordination, and ADA path-of-travel improvements. LDCo. is in the closeout phase. Relevance: same client, ADA accessibility design and construction in a public-park comfort station — directly applicable to the restroom-ADA scope at Henwood.

## Attachments and Exhibits

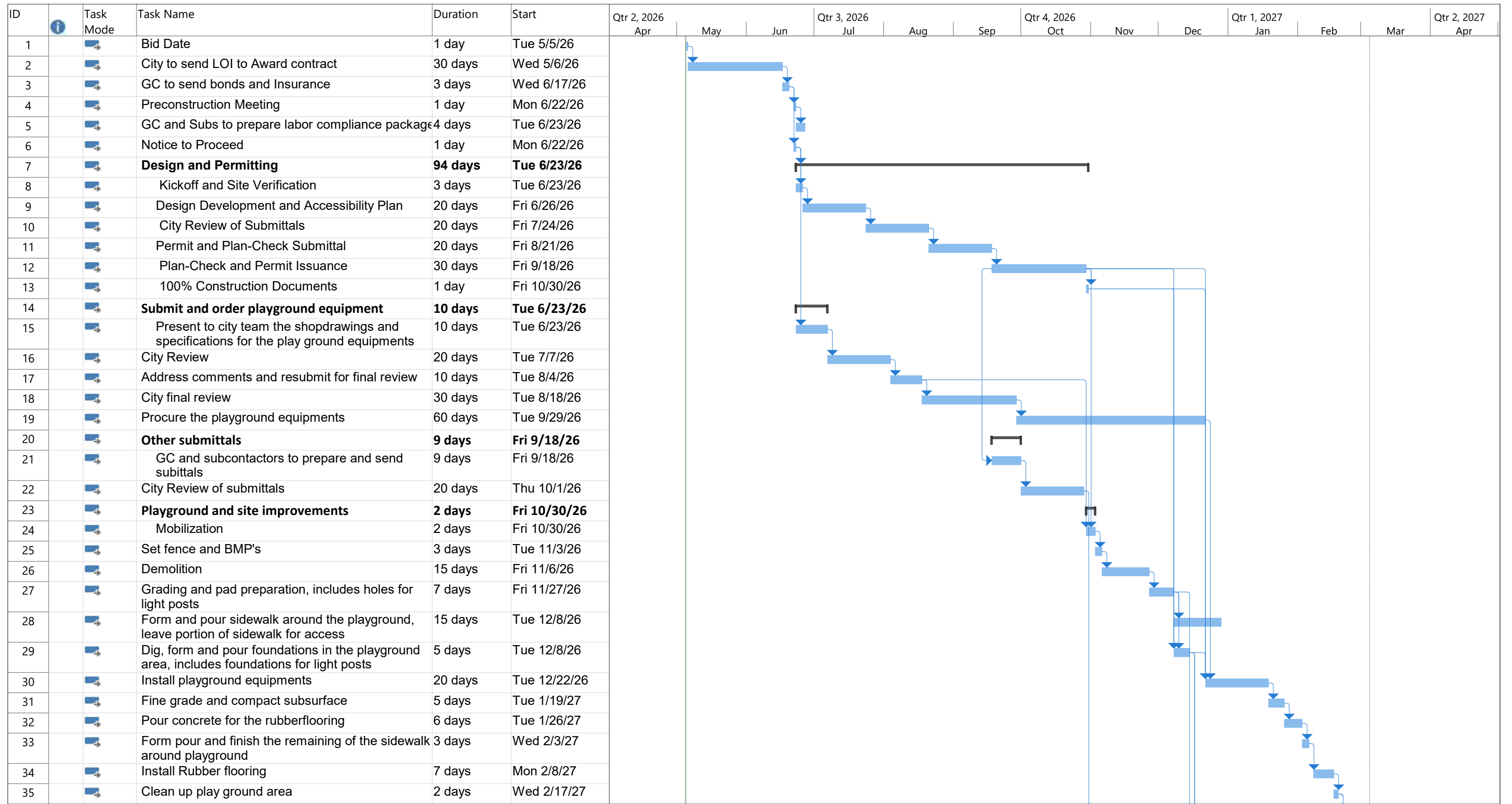
The following supporting documentation is attached after this page. Resumes for proposed Key Personnel are provided per Section 3 of the RFP evaluation criteria. Exhibits 2, 3, 4, and 6 follow LDCo.'s standard Attachment G exhibit structure.

### Resume Attachments — Key Personnel

- Resume A — Jonuz Dauti, Project Manager (Jan 2026)
- Resume B — Marco A. Garcia, Project Superintendent (Jan 2026)
- Resume C — Luan Dauti, Senior Project Manager / Owner (Jan 2026)

## Exhibits

- Exhibit 2 — Summary of Proposal (LDCo. one-pager: scope, delivery method, budget, and schedule)
- Exhibit 3 — Architects, Engineers, and Play Equipment Installers (Neri Landscape Architects, Coast Recreation, Tot Lot Pros, Dave Bang and Associates, Robertson Recreational Surfaces)
- Exhibit 4 — Playground Equipment Schematics (Concept Plans and manufacturer cut sheets per Attachment A of the RFP)
- Exhibit 5 — Tentative Bid Schedule (Microsoft Project Gantt — Bid Date 5/5/2026 through Final Acceptance 3/4/2027)
- Exhibit 6 — SLBE Certifications (LDCo., Inc. and Neri Landscape Architects)



|  |           |  |                    |  |                       |  |                    |  |                 |  |
|--|-----------|--|--------------------|--|-----------------------|--|--------------------|--|-----------------|--|
| Project: Jeremy Park Tentative B<br>Date: Tue 5/5/26 | Task      |  | Project Summary    |  | Manual Task           |  | Start-only         |  | Deadline        |  |
|  | Split     |  | Inactive Task      |  | Duration-only         |  | Finish-only        |  | Progress        |  |
|  | Milestone |  | Inactive Milestone |  | Manual Summary Rollup |  | External Tasks     |  | Manual Progress |  |
|  | Summary   |  | Inactive Summary   |  | Manual Summary        |  | External Milestone |  |                 |  |

| ID | Task Mode | Task Name  | Duration        | Start               | Qtr 2, 2026<br>Apr | May | Jun | Qtr 3, 2026<br>Jul | Aug | Sep | Qtr 4, 2026<br>Oct | Nov | Dec | Qtr 1, 2027<br>Jan | Feb | Mar | Qtr 2, 2027<br>Apr |
|----|-----------|--|-----------------|---------------------|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|
| 36 |           | <b>Site accessibility Path of Travel</b>                     | <b>218 days</b> | <b>Tue 5/5/26</b>   |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 37 |           | Set up traffic control                                       | 1 day           | Tue 12/15/26        |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 38 |           | Demolition and haul away, includes the grass area demolition | 5 days          | Wed 12/16/26        |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 39 |           | Grading and compacting                                       | 3 days          | Wed 12/23/26        |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 40 |           | Form pour and finish POT                                     | 2 days          | Mon 12/28/26        |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 41 |           | Clean Up job site  | 2 days          | Mon 12/28/26        |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 42 |           | <b>Improvements on the grass area</b>                        | <b>7 days</b>   | <b>Tue 5/5/26</b>   |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 43 |           | Dig and trench for irrigations lines                         | 4 days          | Tue 5/5/26          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 44 |           | Install Underground irrigation lines and wires               | 7 days          | Tue 5/5/26          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 45 |           | Dig holes for planting                                       | 5 days          | Tue 5/5/26          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 46 |           | Plant Trees and shrubbs                                      | 5 days          | Tue 5/5/26          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 47 |           | Install drip line system                                     | 7 days          | Tue 5/5/26          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 48 |           | Install ground cover   | 2 days          | Tue 5/5/26          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 49 |           | <b>Install Light posts</b>                                   | <b>5 days</b>   | <b>Tue 12/15/26</b> |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 50 |           | Install Light Posts  | 5 days          | Tue 12/15/26        |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 51 |           | <b>Install Chain Link Fence</b>                              | <b>13 days</b>  | <b>Wed 12/23/26</b> |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 52 |           | Dig post holes   | 6 days          | Wed 12/23/26        |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 53 |           | Install posts and railings                                   | 2 days          | Thu 12/31/26        |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 54 |           | Install fence fabric and accessories                         | 5 days          | Mon 1/4/27          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 55 |           | <b>Existing Bathroom Renovations/Alternate</b>               | <b>45 days</b>  | <b>Thu 10/29/26</b> |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 56 |           | Renovations of the bathrooms                                 | 45 days         | Thu 10/29/26        |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 57 |           | <b>Commissioning and final inspections</b>                   | <b>10 days</b>  | <b>Fri 2/19/27</b>  |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 58 |           | Third Party Special inspection for the Playgro               | 3 days          | Fri 2/19/27         |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 59 |           | City Final Inspections and punch list                        | 1 day           | Fri 2/19/27         |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 60 |           | Architect final inspection and punch list                    | 1 day           | Fri 2/19/27         |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 61 |           | GC and subs to complete final punch list                     | 5 days          | Mon 2/22/27         |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 62 |           | All parties final acceptance                                 | 1 day           | Mon 3/1/27          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |
| 63 |           | Demobilization and final clean up                            | 3 days          | Tue 3/2/27          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |

|  |           |  |                    |  |                       |  |                    |  |                 |  |
|--|-----------|--|--------------------|--|-----------------------|--|--------------------|--|-----------------|--|
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# Jonuz Dauti

Project Manager

LDCo., Inc. — San Diego, California

## Contact

(619) 651-3589 | jonny@ldcosandiego.com  
5155 35th Street, San Diego, CA 92116

## Education

B.S. Construction Management  
*Ira A. Fulton Schools of Engineering, Arizona State University*

---

## Certifications

OSHA 30 HR Construction Training • Fall Protection Certified

## Expertise

Project Planning • Renovations & Public Works • Contract Negotiations • Bidding/Estimating/Proposals • Subcontractor & Crew Supervision • Labor Compliance • Schedule Management • RFI & Submittal Coordination

## PROFESSIONAL SUMMARY

Jonuz Dauti is a Project Manager at LDCo., Inc., a San Diego Design-Build General Contractor. With more than four years of hands-on experience managing all phases of multimillion-dollar public-works and affordable-housing projects, Jonuz brings expertise in construction management and the implementation of new technologies on the jobsite. He holds a Bachelor's degree in Construction Management from Arizona State University's Ira A. Fulton Schools of Engineering — one of the top construction-management programs in the nation — and continues to drive LDCo.'s growth through disciplined project delivery and strong client relationships.

## PROJECT EXPERIENCE

### City of San Diego — Engineering & Capital Projects Department

- **Crown Point Playground & Parking Lot Improvements** (BN2178-008, K-23-2178-JOC-3) — *Project Manager*. \$3.13M City of San Diego playground and parking-lot scope; demolition and replacement of play equipment, ADA path-of-travel, accessible parking, curb ramps, modular wetland system, irrigation, and rubber safety surfacing.
- **Carmel Del Mar NP Comfort Station** (BN2178-010, K-23-2178-JOC-3) — *Assistant Project Manager*. Comfort-station construction with full accessibility-compliant approaches and ADA path-of-travel improvements.

### San Diego Housing Commission — Affordable Housing Rehab/Renovation

- **Presidio Palms (RED 25-05)** — \$10.7M — Assistant PM (achieved Certificate of Occupancy)
- **Pacific Village (RED 24-15)** — \$13.0M — Assistant PM
- **Mariners Village Apartment Renovations** — \$15.6M — Assistant PM

### Specialty / Public Works

- **Alvarado Water Treatment Plant** — Ladders, Gates & Davit Installation — *Superintendent & Project Manager*
- **Crystal Pier Structural Repairs** — *Project Manager & Superintendent*
- **Mary Phillips Senior Center Enhancement** — *Assistant Project Manager*
- **Da Silva ADU** — *Superintendent & Project Manager*

## WORK EXPERIENCE

**LDCo., Inc.** — San Diego, CA | *June 2018 – Present*

Project Manager. Lead the planning, scheduling, contract administration, submittal/RFI coordination, permitting, and overall day-to-day project management for multiple concurrent City of San Diego and SDHC projects. Direct subcontractor and field crew coordination; manage budgets, change orders, and schedule recovery; serve as primary point of contact with owner representatives, designers, and inspectors.

# MARCO A GARCIA

## PROFESSIONAL SUMMARY

Proven Architect with a track record of leading teams to success in self-managed projects, showcasing exceptional teamwork, collaboration, and task prioritization skills. Excelled in developing creative solutions and managing complex projects efficiently, demonstrating a keen ability to balance detail-oriented tasks with overarching project goals. Expert in data management, consistently delivering projects on time and under budget.

## SKILLS

- Teamwork and Collaboration
- Task Prioritization
- Data Management
- Data Management
- Problem-Solving
- Calm Under Pressure
- Networking
- Supervision and leadership
- Analytical and Critical Thinking
- Dependable and Responsible
- Basic Math
- Decision-Making
- Interpersonal Communication
- Organizational Skills
- Team building
- Data Management

## WORK HISTORY

### ARCHITECT 01/1995 to Current

#### Self, Chula Vista, CA

- Proven ability to develop and implement creative solutions to complex problems..
- Reviewed technical drawings developed by CAD technicians and drafters.
- Researched materials to determine appropriate selection for projects.
- Prepared detailed fee estimates used to coordinate with architect-engineering firms for design services.
- Completed comprehensive code compliance evaluations to scrutinize projects against established architectural criteria
- Conducted pre-planning studies for new construction and renovations to buildings and facilities that included specialized functions.
- Communicated with vendors and contractors to incorporate input into project designs.
- Verified construction documentation to meet client requirements and vision.
- Inspected contractor and sub-contractor work to verify construction met quality standards and complied with building codes.
- In charge of and successful in delegating work for LDCo on-site employees
- Conducted pre-planning studies for new construction and renovations to buildings and facilities that included specialized functions.
- Communicated with vendors and contractors to incorporate input into project designs.
- Verified construction documentation to meet client requirements and vision

- Inspected contractor and sub-contractor work to verify construction met quality standards and complied with building codes.
- Assistant Superintendent for RED 24-15 Pacific Village
- Current Superintendent at Crown Point Park

---

**EDUCATION**

ITT, Tijuana, Mexico  
**Degree**, Architect, 11/1990

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**LANGUAGES**

**Spanish**

Full Professional



**LDCO, INC.**  
**PROJECT EXECUTIVE**  
**LUAN DAUTI**

*Luan Dauti is the President of LOCO, Inc., a small San Diego Design-Build General Contractor. Quadrilingual construction professional with more than 20 years of successfully overseeing all phase of multimillion-dollar construction projects, Luan has expertise in estimating, renovation, and construction of residential and commercial projects. Specializing in renovation projects including: multi-unit residential buildings, military installations, hospitals, and commercial buildings.*

**LICENSES**

Contractor License  
 #872959 | B C 33

**CERTIFICATIONS**

OSHA 30 HR Construction  
 Training Certificate

Lead Removal Certificate - CA  
 Dept of Public Health

Fall Protection Plan Training  
 Certificate

Asbestos Training Certificate

**EXPERTISE**

- Project Planning
- Renovations
- Contract Negotiations
- Bidding | Estimating | Proposals
- Subcontractor+ Crew Supervision
- Budgeting + Cost Control
- Change Order Management
- OSHA Safety+ Compliance
- Schedule Management
- Experience with all Trades

**PROJECT EXPERIENCE**

San Diego Housing Commission - Upgrades & Renovations

- ∴ Village North Senior Housing
- ∴ Via Las Cumbres
- ∴ Otay Villas - Picador Apartments (\$1.259M)
- ∴ Camulos Street Apartments
- ∴ Quality Inn Renovations (\$6.4M)
- ∴ Mariners Village Apartments (\$15.281M)
- ∴ Trojan Apartments (\$1.28M)
- ∴ Kearny Vista SRO Hotel Building Improvements (\$2.46M)
- RED 25-15 Pacific Village (\$13M)
- RED 25-05 Presidio Palms (\$10.7M)

Mission Ridge Project - Apartment Renovations (\$2M)

Mission Bellevue Apartments (\$1M)

Temecula Community Center (\$1.6M)

City of San Diego

- Hospitality Point Comfort Station
- Sunset Point Comfort Station
- Metro biosolids Center



**DGS CERTIFIED SMALL BUSINESS  
(#2015690)**

**CERTIFIED SMALL LOCAL BUSINESS  
ENTERPRISE  
(17LD1943)**

## WORK EXPERIENCE

LDCO, Inc. San Diego October 1995 - present  
DB - General Contractor

Real Estate Developer San Diego January 1997 - present  
Developer and Property Manager (Self-employed), managing and turning single and multi-unit residential properties into profitable businesses.

Shea Homes, Inc. San Diego September 1994 - June 1995  
Performed complete turn-over of units to be renter-ready

RLP Roofing, Inc. San Diego October 1993 - August 1994  
Journeyman



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# EXHIBIT 2 SUMMARY OF PROPOSAL

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**PROJECT DESCRIPTION:**

Improvements include replacement of the 2-5 year-old and 5-12 year-old playgrounds with associated appurtenances, installation of a new fitness area, conversion of a turf area to shrubs with irrigation modifications, ADA accessibility improvements on Wightman St (parking and ramps), and from the two playgrounds to the restroom and Fairmont Avenue and accessibility improvements to and within the restroom.

**BASE PROPOSAL:**

- 2-5 year-old playground replacement
- conversion of a turf area to shrubs with irrigation modifications
- ADA accessibility improvements on Wightman St (parking and ramps) and from the two playgrounds to the restroom and Fairmont Avenue
- accessibility improvements to and within the restroom.

**ADDITIVE ALTERNATE 1:**

- 5-12 year-old playground replacement
- installation of a new adult fitness area

**PROJECT DELIVERY:**

The project Delivery Method is to be Design-Build in One Phase of Work.

**BUDGET:**

The budgeted construction cost for the Grant portions of the project is \$2,900,000.0

**A. Base Project Minimum Scope of Services**

- Demolition, removal, and replacement of the 2–5-year-olds play area. Improvements are to include the play structures as shown in the approved Concept Plan, seating, lighting, fencing, drainage, approximately 4700 square feet of rubber safety surfacing and all other associated appurtenances.
- Determining, designing, and constructing all required path of travel upgrades necessary for this area to comply with the Americans with Disabilities Act (ADA), including but not limited to, access to Wightman Street and to the restroom building. An accessibility plan shall be prepared and submitted for review and approval by the City.
- Determining, designing, permitting, and constructing all required accessibility upgrades necessary for the bathroom to comply with the ADA.



- Removing turf and replacing it with ornamental shrubs and adjusting the existing irrigation system accordingly. A set of planting plans shall be prepared identifying all plant types to be used.
- The plans shall be submitted for review and approval by the City.

**B. Additive Alternate 1 Services:**

- Demolition, removal, and replacement of the 5–12-year-olds play area. Improvements are to include the play structures as shown in the approved Concept Plan and Renderings, seating, lighting, drainage, approximately 4300 square feet of rubber safety surfacing and all other associated appurtenances.
- Determining, designing, and constructing all required path of travel upgrades necessary for this area to comply with the ADA, including but not limited to, access to Fairmount Avenue and to the restroom building.
- Designing and constructing an Adult Fitness area as shown in the approved Concept Plan with approximately 1600 square feet of rubber safety surfacing and all other associated appurtenances.

**SCHEDULE:**

The Project, including the Plant Establishment Period, will be completed within 310 Working Days from the Notice to Proceed (NTP).

Construction Documents:      3 months  
Construction:                      10 months



LDCO, Inc.  
5155 35<sup>th</sup> St  
San Diego, CA 92116  
(619) 607-4604  
info@ldcosandiego.com

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# EXHIBIT 3: ARCHITECTS, ENGINEERS, PLAY EQUIPMENT INSTALLERS

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**Proposed Architects and Engineers for the Construction of the Ofc. Jeremy Henwood Park Play Area Replacement**

**Neri Landscape Architects (NLA)**  
928 Hornblend Street, Suite 3  
San Diego, CA 92109  
Owner: James Neri – Lead Landscape Architect  
Onie Hadloc – Landscape Designer

NLA will provide grading and drainage plans based on City of San Diego provided survey.

Structural Engineering will be provided by play equipment vendors.

**Proposed Play Equipment Material and Installers for the Construction of the Ofc. Jeremy Henwood Park Play Area Replacement:**

**Coast Recreation: 714-619-0100**  
CSLB License # 1059735  
Classifications: B, C61/D12, C61/D34  
14688 El Molino St.  
Fontana, CA 92335

**Tot Lot Pros: 909-350-9500**  
CSLB License # 967975  
Classifications: B, D34, D12  
14688 El Molino St.  
Fontana, CA 92335



LDCO, Inc.  
5155 35<sup>th</sup> St  
San Diego, CA 92116  
(619) 607-4604  
info@ldcosandiego.com

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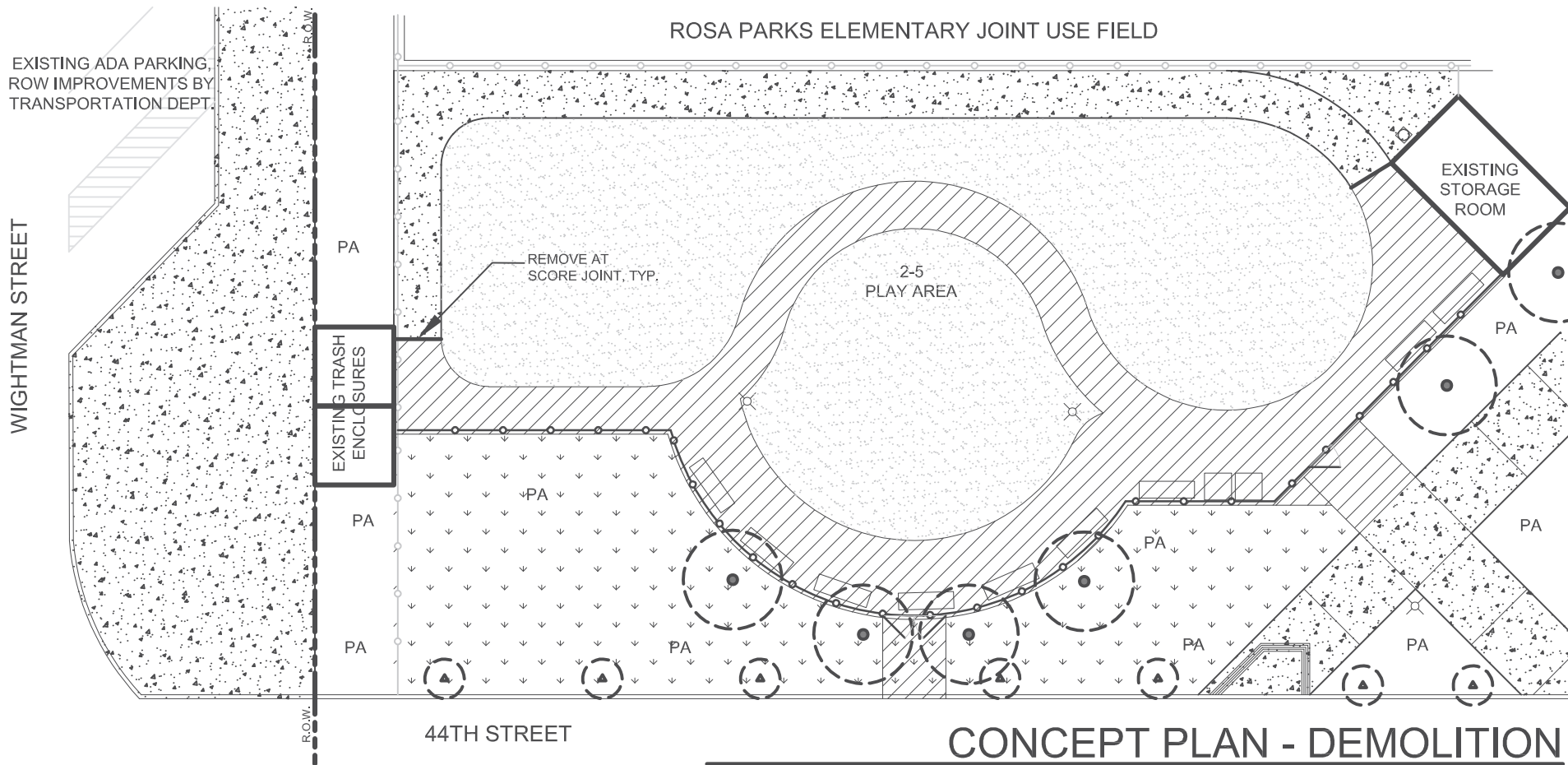
**Dave Bang and Associates**  
**PO Box 1088**  
**Tustin, CA 92781**

**Proposed Play Rubber Surface Material and Installers for the Construction of the  
Ofc. Jeremy Henwood Park Play Area Replacement:**

**Robertson Recreational Surfaces**  
**2140 E Cedar Street**  
**Tempe, AZ 85281**  
**CSLB License #667261**  
**Classifications: C61/D12**

**EXHIBIT A**

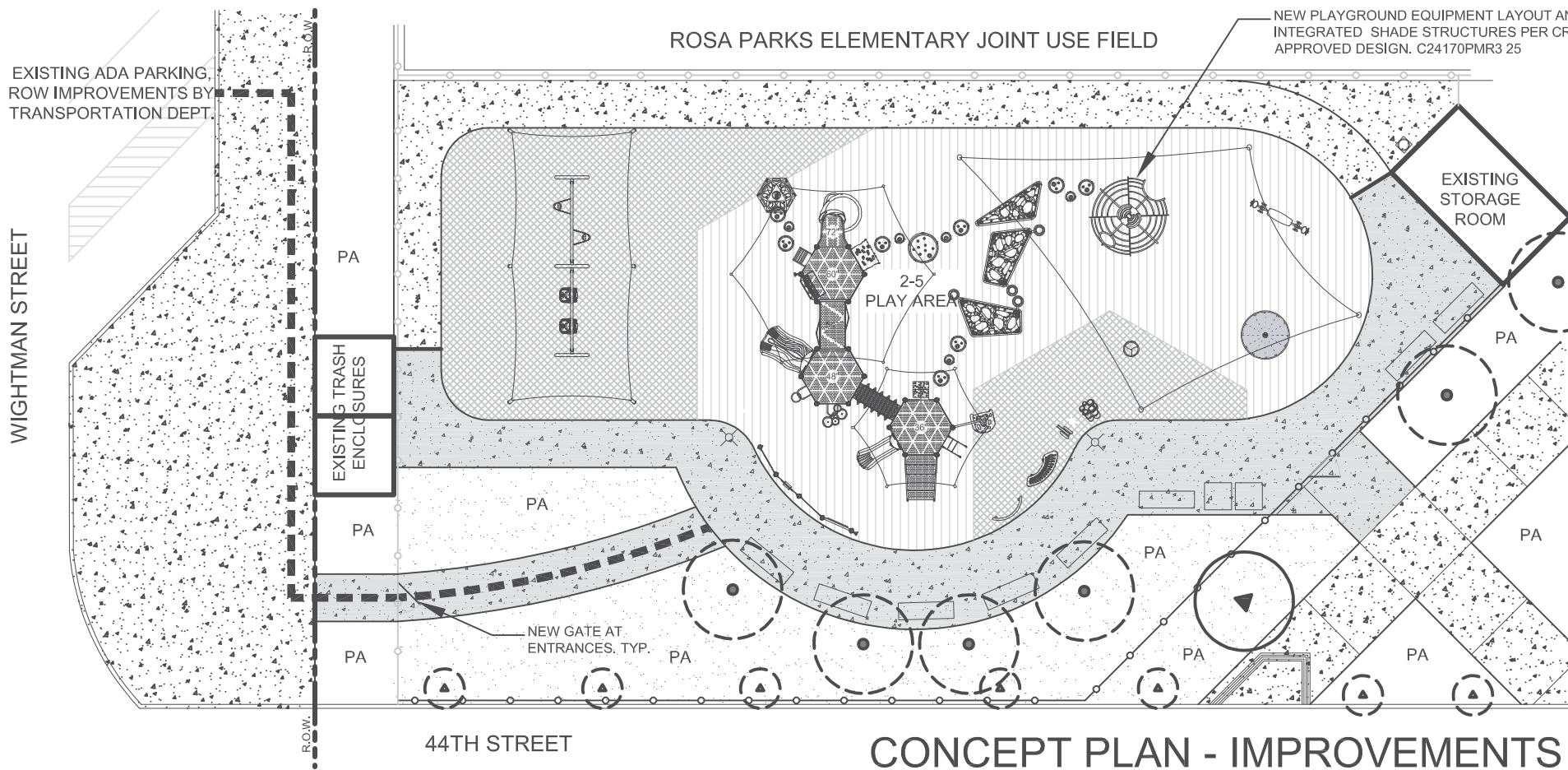
**2-5 PLAYGROUND CONCEPT PLAN HENWOOD PARK**



CONCEPT PLAN - DEMOLITION

LEGEND - DEMOLITION

| SYMBOL | DESCRIPTION  |
|--------|--|
|        | EXISTING CONCRETE, PROTECT IN PLACE                        |
|        | EXISTING CONCRETE, TO BE REMOVED                           |
|        | EXISTING SAND, TO BE REMOVED                               |
|        | EXISTING GRASS, TO BE REMOVED                              |
|        | EXISTING TREES, PROTECT IN PLACE                           |
|        | EXISTING TRASH AND RECYCLING RECEPTACLES, PROTECT IN PLACE |
|        | EXISTING CONCRETE BENCH, TO BE REPLACED                    |
|        | EXISTING DRINKING FOUNTAIN, TO BE REPLACED                 |
|        | EXISTING LIGHT POST  |
|        | EXISTING CONCRETE CURB, PROTECT IN PLACE                   |
|        | EXISTING FENCE, PROTECT IN PLACE                           |
|        | EXISTING FENCE, TO BE REMOVED                              |



CONCEPT PLAN - IMPROVEMENTS

LEGEND - IMPROVEMENTS

| SYMBOL | DESCRIPTION  |
|--------|--|
|        | CONCRETE, MATCH EXISTING                             |
|        | POURED IN PLACE RUBBER SURFACING COLOR: LIGHT PURPLE |
|        | POURED IN PLACE RUBBER SURFACING COLOR: LIGHT BLUE   |
|        | SHRUB PLANTING AREA                                  |
|        | TREE   |
|        | CONCRETE BENCH                                       |
|        | DRINKING FOUNTAIN                                    |
|        | EXISTING LIGHT POST                                  |
|        | 4' HIGH FENCE  |
|        | ACCESSIBLE PATH OF TRAVEL                            |

OFFICER JEREMY HENWOOD MEMORIAL PARK  
2-5 PLAYGROUND RENOVATION  
CONCEPT PLAN



**EXHIBIT B**

**2-5 PLAYGROUND EQUIPMENT HENWOOD PARK**



COLOR PALETTE:

MANUFACTURERS:

or approved equal

PROJECT:

## HENWOOD PARK PLAYGROUND

SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY:

ALEX BERON  
 MARCH 14, 2025  
 DRAWING# C24170PMR3 25  
 PROJECT# 24008071

DESIGNED FOR:

AGES  
**2-5**

since 1979

**dave bang**   
 associates inc.  
 ▶ park+playground outfitters

or approved equal



COLOR PALETTE:

MANUFACTURERS:

PLAYWORLD®  
or approved equal

PROJECT:

**HENWOOD PARK PLAYGROUND**  
SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY:  
ALEX BERON  
MARCH 14, 2025  
DRAWING# C24170PMR3 25  
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DESIGNED FOR:

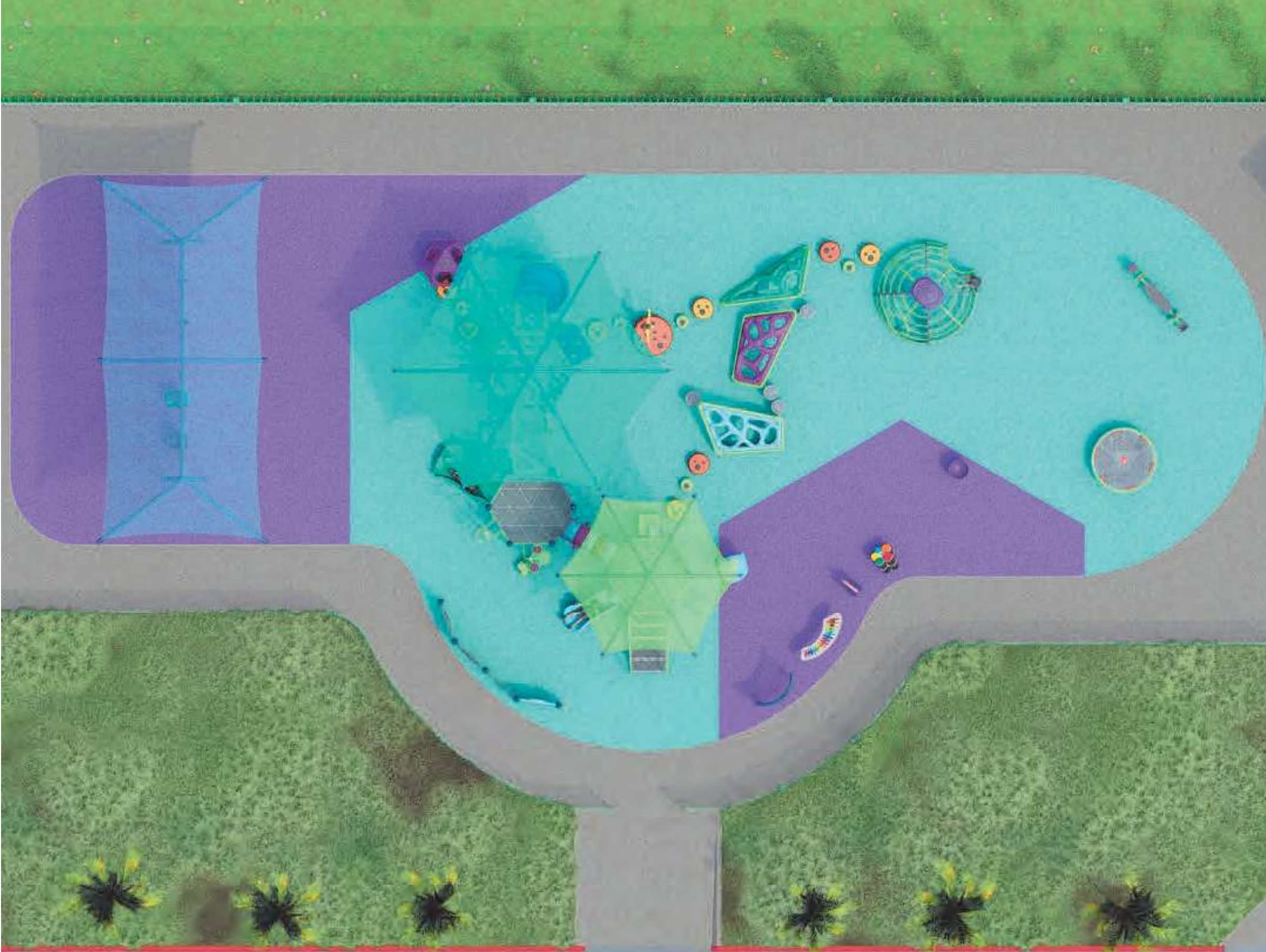
AGES  
**2-5**

since 1979

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associates inc.  
 ▶ park+playground outfitters

or approved equal



## SELECTED COLORS

POST: COBALT

COMPONENT 1: LIME

COMPONENT 2: ORANGE

ROTOMOLDED PLASTIC 1: SKY

ROTOMOLDED PLASTIC 2: LAVENDER

SHEET PLASTIC 1: PLUM

SHEET PLASTIC 2: LIME

2-TONE PLASTIC: PLUM/SAND

2-TONE PLASTIC 2: LIME/SAND

ROPE: BLACK

ECO-ARMOR: GRAY

### MODIFIED COLORS LISTED BELOW

SPIRAL SLIDE, PLAYCUBE, (1) MOD POD: LAVENDER

1 MOD POD, DOUBLE SLIDE& ADA SEAT : TEAL

SMALL STEPPERS: LIME

36" SHADE: ZESTY LIME      60" SHADE: TURQUOISE

LARGE STEPPERS,      3) MEDIUM STEPPERS: ORANGE

5) MEDIUM STEPPER: TROPICAL YELLOW

SPIN CUP/ HOMEDOME ROTO: PLUM

COLOR PALETTE:

MANUFACTURERS:

PROJECT:

# HENWOOD PARK PLAYGROUND

SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY:

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MARCH 14, 2025  
DRAWING# C24170PMR3 25  
PROJECT# 24008071

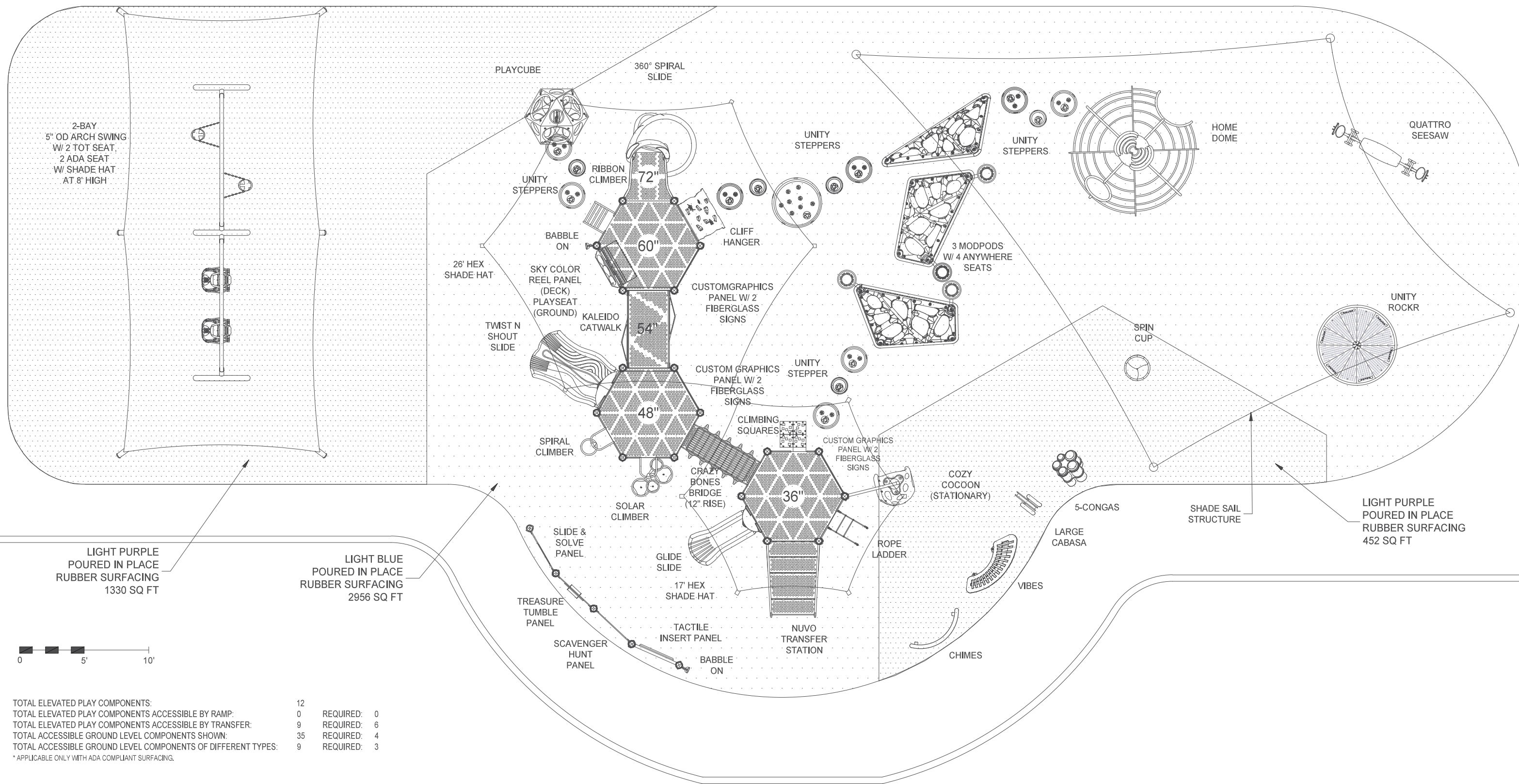
DESIGNED FOR:

AGES  
**2-5**

since 1979

park+playground outfitters

or approved equal



|  |    |           |   |
|--|----|-----------|---|
| TOTAL ELEVATED PLAY COMPONENTS:                              | 12 |           |   |
| TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY RAMP:           | 0  | REQUIRED: | 0 |
| TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY TRANSFER:       | 9  | REQUIRED: | 6 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN:              | 35 | REQUIRED: | 4 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS OF DIFFERENT TYPES: | 9  | REQUIRED: | 3 |

\* APPLICABLE ONLY WITH ADA COMPLIANT SURFACING.

PLAY STRUCTURE AND LAYOUT OF THE COMPONENTS CONFORM TO  
ASTM F1487-21 AND CPSC #325 GUIDELINES AND CCR TITLE 22,  
DIVISION 4 CHAPTER 22.  
CRITICAL FALL HEIGHT OF OVERALL PLAY AREA: 96"

**HENWOOD PARK PLAYGROUND**  
SAN DIEGO, CA - 2-5 PLAY AREA

DESIGNED BY: ALEX BERON  
MARCH 13, 2025  
DRAWING # C24170PMR3 25  
PROJECT # 24008071

DESIGNED FOR  
**AGES**  
**2-5**

since 1975  
**dave bang** associates inc.  
park + playground outfitters

# Henwood Park

Design Number: C24170PMR3 25 - Bill Of Material

| Ref. No.                       | Part No. | Description   | Quantity |
|--------------------------------|----------|---|----------|
| <b>Posts</b>                   |          |   |          |
| 1                              | ZZPM0026 | 5in OD X 132in STEEL POST W/ RIVETED CAP                | 4        |
| 2                              | ZZPM0036 | 5in OD X 144in STEEL POST W/ RIVETED CAP                | 2        |
| 3                              | ZZPM0357 | 5in x 84in STEEL POST w/CAP                             | 5        |
| 4                              | ZZPM0386 | 5in OD x 198in LARGE SHADE HAT POST- (48in & 60in DECK) | 6        |
| 5                              | ZZPM0387 | 5in OD x 222in LARGE SHADE HAT POST- (72in & 84in DECK) | 6        |
| <b>Decks &amp; Kick Plates</b> |          |   |          |
| 6                              | ZZPM0619 | HEX COATED DECK ASSEMBLY                                | 3        |
| <b>ADA Items</b>               |          |   |          |
| 7                              | ZZPM0683 | NUVO- 36in TRANSFER STATION                             | 1        |
| <b>Decks &amp; Kick Plates</b> |          |   |          |
| 8                              | ZZPM2530 | 12in DECK TO DECK KICK PLATE                            | 1        |
| <b>Slides</b>                  |          |   |          |
| 9                              | ZZPM2727 | TWIST AND SHOUT (48in DECK)                             | 1        |
| <b>Decks &amp; Kick Plates</b> |          |   |          |
| 10                             | ZZPM2805 | ENTRY SUPPORT BRACKET                                   | 2        |
| <b>Slides</b>                  |          |   |          |
| 11                             | ZZPM3127 | GLIDE SLIDE (36in DECK)                                 | 1        |
| 12                             | ZZPM3537 | SLIDE- NUVO 360 SPIRAL SLIDE                            | 1        |
| <b>Activity Panels</b>         |          |   |          |
| 13                             | ZZPM4458 | TREASURE TUMBLE PANEL (GROUND LEVEL)                    | 1        |
| <b>Audible Activities</b>      |          |   |          |
| 14                             | ZZPM4467 | GROUND TO GROUND BABBLE-ON                              | 1        |
| <b>Activity Panels</b>         |          |   |          |
| 15                             | ZZPM4547 | SCAVENGER HUNT (GROUND LEVEL)                           | 1        |
| 16                             | ZZPM4570 | PLAYSEAT  | 1        |
| 17                             | ZZPM4672 | PM PANEL FRAME- GROUND LEVEL                            | 1        |
| <b>Roofs &amp; Arches</b>      |          |   |          |
| 18                             | ZZPM4714 | 17ft HEX HAT SHADE                                      | 1        |
| 19                             | ZZPM4715 | 26ft HEX HAT SHADE                                      | 1        |
| <b>Activity Panels</b>         |          |   |          |
| 20                             | ZZPM4808 | OVAL INSERT PANEL (GROUND LEVEL)                        | 1        |
| <b>Custom Graphics</b>         |          |   |          |
| 21                             | ZZPM4888 | CUSTOM GRAPHIC DECK LEVEL W/ 2 FIBERGLASS SIGNS         | 3        |
| <b>Activity Panels</b>         |          |   |          |
| 22                             | ZZPM6086 | DECK MOUNT SKY PANEL FOR ACTIVITY INSERT                | 1        |
| <b>Bridges</b>                 |          |   |          |
| 23                             | ZZPM6381 | KALEIDOCROSSING CATWALK                                 | 1        |
| 24                             | ZZPM6478 | CRAZY BONES 6ft x 1ft RISE BRIDGE                       | 1        |
| <b>Climbers</b>                |          |   |          |
| 25                             | ZZPM6988 | CLIFF HANGER (INCLINED) (60in DECK)                     | 1        |
| 26                             | ZZPM7087 | CLIMBING SQUARES BLOCK CLIMBER (36in)                   | 1        |



# Henwood Park

Design Number: C24170PMR3 25 - Bill Of Material

| Ref. No. | Part No.                  | Description                      | Quantity |
|----------|---------------------------|----------------------------------|----------|
| 27       | ZZPM7236                  | ROPE LADDER- 36in DECK           | 1        |
| 28       | ZZPM7658                  | SOLAR CLIMBER (48in DECK)        | 1        |
| 29       | ZZPM8150                  | SPIRAL CLIMBER (48in DECK)       | 1        |
| 30       | ZZPM8300                  | RIBBON CLIMBER (60in DECK)       | 1        |
|          | <b>Balance</b>            |                                  |          |
| 31       | ZZPM8606                  | COZY COCOON- STATIONARY          | 1        |
|          | <b>Roofs &amp; Arches</b> |                                  |          |
| 32       | ZZPM9727                  | PM HEX HAT POST BRACES           | 2        |
|          | <b>Activity Panels</b>    |                                  |          |
| 33       | ZZUN4678                  | SLIDE & SOLVE INSERT             | 1        |
| 34       | ZZUN4787                  | TACTILE INSERT                   | 2        |
| 35       | ZZUN6088                  | COLOR REEL INSERT - SINGLE SIDED | 1        |
|          | <b>Climbers</b>           |                                  |          |
| 36       | ZZUN6844                  | MODPODS QUAD- TABLETOP 4ft (2-5) | 2        |
| 37       | ZZUN6847                  | MODPODS TRI- TABLETOP 4ft (2-5)  | 1        |
|          | <b>Balance</b>            |                                  |          |
| 38       | ZZUN6861                  | ANYWHERE SEAT                    | 4        |
| 39       | ZZUN7136                  | UNITY STEPPER - SMALL            | 5        |
| 40       | ZZUN7137                  | UNITY STEPPER - MEDIUM           | 8        |
| 41       | ZZUN7138                  | UNITY STEPPER - LARGE            | 1        |
|          | <b>Climbers</b>           |                                  |          |
| 42       | ZZUN8727                  | PLAYCUBE- GROUND LEVEL           | 1        |



# Henwood Park

Design Number: C24170PMR3 25 - Compliance and Technical Data

Reference Document: ASTM F1487

| Ref. No. | Part No. | Qty. | Description   | Unit ASTM Status | Total Weight (lbs) | Pre-Consumer Recycled Content (lbs) | Post-Consumer Content (lbs) | CO2e Footprint (kgs) | Users | Install Hours | Concrete (Yds3) | Active Play Events |
|----------|----------|------|---|------------------|--------------------|-------------------------------------|-----------------------------|----------------------|-------|---------------|-----------------|--------------------|
| 1        | ZZPM0026 | 4    | 5in OD X 132in STEEL POST W/ RIVETED CAP                | Certified        | 296.84             |                                     |                             | 434                  | 0     | 4.00          | 0.48            | 0                  |
| 2        | ZZPM0036 | 2    | 5in OD X 144in STEEL POST W/ RIVETED CAP                | Certified        | 161.82             |                                     |                             | 235                  | 0     | 2.00          | 0.26            | 0                  |
| 3        | ZZPM0357 | 5    | 5in x 84in STEEL POST w/CAP                             | Certified        | 265.15             |                                     |                             | 363                  | 0     | 5.00          | 0.60            | 0                  |
| 4        | ZZPM0386 | 6    | 5in OD x 198in LARGE SHADE HAT POST- (48in & 60in DECK) | Certified        | 681.60             |                                     |                             | 841                  | 0     | 6.00          | 0.00            | 0                  |
| 5        | ZZPM0387 | 6    | 5in OD x 222in LARGE SHADE HAT POST- (72in & 84in DECK) | Certified        | 764.40             |                                     |                             | 949                  | 0     | 6.00          | 0.00            | 0                  |
| 6        | ZZPM0619 | 3    | HEX COATED DECK ASSEMBLY                                | Certified        | 686.16             |                                     |                             | 1,913                | 24    | 6.00          | 0.00            | 0                  |
| 7        | ZZPM0683 | 1    | NUVO- 36in TRANSFER STATION                             | Certified        | 273.37             |                                     |                             | 418                  | 2     | 3.50          | 0.12            | 0                  |
| 8        | ZZPM2530 | 1    | 12in DECK TO DECK KICK PLATE                            | Certified        | 11.95              |                                     |                             | 20                   | 0     | 0.25          | 0.00            | 0                  |
| 9        | ZZPM2727 | 1    | TWIST AND SHOUT (48in DECK)                             | Certified        | 185.20             |                                     |                             | 662                  | 4     | 3.00          | 0.06            | 1                  |
| 10       | ZZPM2805 | 2    | ENTRY SUPPORT BRACKET                                   | Certified        | 33.88              |                                     |                             | 133                  | 0     | 1.00          | 0.00            | 0                  |
| 11       | ZZPM3127 | 1    | GLIDE SLIDE (36in DECK)                                 | Certified        | 111.54             |                                     |                             | 399                  | 2     | 1.50          | 0.03            | 1                  |
| 12       | ZZPM3537 | 1    | SLIDE- NUVO 360 SPIRAL SLIDE                            | Certified        | 680.00             |                                     |                             | 1,449                | 2     | 6.00          | 0.15            | 1                  |
| 13       | ZZPM4458 | 1    | TREASURE TUMBLE PANEL (GROUND LEVEL)                    | Certified        | 68.17              |                                     |                             | 925                  | 1     | 2.00          | 0.00            | 1                  |
| 14       | ZZPM4467 | 1    | GROUND TO GROUND BABBLE-ON                              | Certified        | 45.47              |                                     |                             | 248                  | 2     | 1.50          | 0.00            | 1                  |
| 15       | ZZPM4547 | 1    | SCAVENGER HUNT (GROUND LEVEL)                           | Certified        | 56.54              |                                     |                             | 590                  | 3     | 2.00          | 0.00            | 1                  |
| 16       | ZZPM4570 | 1    | PLAYSEAT  | Certified        | 51.03              |                                     |                             | 286                  | 3     | 0.50          | 0.00            | 1                  |
| 17       | ZZPM4672 | 1    | PM PANEL FRAME- GROUND LEVEL                            | Certified        | 47.44              |                                     |                             | 235                  | 0     | 1.00          | 0.00            | 0                  |
| 18       | ZZPM4714 | 1    | 17ft HEX HAT SHADE                                      | Certified        | 562.50             |                                     |                             | 1,990                | 0     | 10.00         | 0.12            | 0                  |
| 19       | ZZPM4715 | 1    | 26ft HEX HAT SHADE                                      | Certified        | 747.40             |                                     |                             | 3,737                | 0     | 10.00         | 0.25            | 0                  |
| 20       | ZZPM4808 | 1    | OVAL INSERT PANEL (GROUND LEVEL)                        | Certified        | 34.04              |                                     |                             | 275                  | 0     | 0.50          | 0.00            | 0                  |
| 21       | ZZPM4888 | 3    | CUSTOM GRAPHIC DECK LEVEL W/ 2 FIBERGLASS SIGNS         | Certified        | 295.11             |                                     |                             | 4,079                | 0     | 3.00          | 0.00            | 0                  |
| 22       | ZZPM6086 | 1    | DECK MOUNT SKY PANEL FOR ACTIVITY INSERT                | Certified        | 62.60              |                                     |                             | 241                  | 0     | 1.00          | 0.00            | 0                  |
| 23       | ZZPM6381 | 1    | KALEIDOCROSSING CATWALK                                 | Certified        | 318.80             |                                     |                             | 2,033                | 3     | 2.00          | 0.00            | 1                  |



# Henwood Park

Design Number: C24170PMR3 25 - Compliance and Technical Data

Reference Document: ASTM F1487

| Ref. No. | Part No. | Qty. | Description                                  | Unit ASTM Status | Total Weight (lbs) | Pre-Consumer Recycled Content (lbs) | Post-Consumer Content (lbs) | CO2e Footprint (kgs) | Users | Install Hours | Concrete (Yds3) | Active Play Events |
|----------|----------|------|--|------------------|--------------------|-------------------------------------|-----------------------------|----------------------|-------|---------------|-----------------|--------------------|
| 24       | ZZPM6478 | 1    | CRAZY BONES 6ft x 1ft RISE BRIDGE            | Certified        | 336.50             |                                     |                             | 2,081                | 2     | 4.00          | 0.00            | 1                  |
| 25       | ZZPM6988 | 1    | CLIFF HANGER (INCLINED) (60in DECK)          | Certified        | 156.60             |                                     |                             | 624                  | 2     | 2.50          | 0.06            | 1                  |
| 26       | ZZPM7087 | 1    | CLIMBING SQUARES BLOCK CLIMBER (36in)        | Certified        | 135.90             |                                     |                             | 437                  | 2     | 4.00          | 0.12            | 1                  |
| 27       | ZZPM7236 | 1    | ROPE LADDER- 36in DECK                       | Certified        | 63.60              |                                     |                             | 346                  | 1     | 2.00          | 0.06            | 1                  |
| 28       | ZZPM7658 | 1    | SOLAR CLIMBER (48in DECK)                    | Certified        | 115.87             |                                     |                             | 280                  | 2     | 1.50          | 0.03            | 1                  |
| 29       | ZZPM8150 | 1    | SPIRAL CLIMBER (48in DECK)                   | Certified        | 97.67              |                                     |                             | 219                  | 2     | 1.50          | 0.04            | 1                  |
| 30       | ZZPM8300 | 1    | RIBBON CLIMBER (60in DECK)                   | Certified        | 58.88              |                                     |                             | 139                  | 2     | 1.50          | 0.06            | 1                  |
| 31       | ZZPM8606 | 1    | COZY COCOON- STATIONARY                      | Certified        | 171.17             |                                     |                             | 553                  | 1     | 1.50          | 0.13            | 1                  |
| 32       | ZZPM9727 | 2    | PM HEX HAT POST BRACES                       | Certified        | 312.80             |                                     |                             | 989                  | 0     | 2.00          | 0.00            | 0                  |
| 33       | ZZUN4678 | 1    | SLIDE & SOLVE INSERT                         | Certified        | 17.61              |                                     |                             | 761                  | 2     | 0.25          | 0.00            | 1                  |
| 34       | ZZUN4787 | 2    | TACTILE INSERT                               | Certified        | 38.48              |                                     |                             | 472                  | 4     | 1.00          | 0.00            | 2                  |
| 35       | ZZUN6088 | 1    | COLOR REEL INSERT - SINGLE SIDED             | Certified        | 26.30              |                                     |                             | 461                  | 2     | 0.50          | 0.00            | 1                  |
| 36       | ZZUN6844 | 2    | MODPODS QUAD- TABLETOP 4ft (2-5)             | Certified        | 646.32             |                                     |                             | 827                  | 8     | 7.00          | 1.04            | 2                  |
| 37       | ZZUN6847 | 1    | MODPODS TRI- TABLETOP 4ft (2-5)              | Certified        | 257.90             |                                     |                             | 473                  | 3     | 3.00          | 0.39            | 1                  |
| 38       | ZZUN6861 | 4    | ANYWHERE SEAT                                | Certified        | 110.68             |                                     |                             | 440                  | 4     | 1.00          | 0.00            | 4                  |
| 39       | ZZUN7136 | 5    | UNITY STEPPER - SMALL                        | Certified        | 149.85             |                                     |                             | 345                  | 5     | 5.00          | 0.65            | 5                  |
| 40       | ZZUN7137 | 8    | UNITY STEPPER - MEDIUM                       | Certified        | 437.68             |                                     |                             | 1,160                | 8     | 8.00          | 1.04            | 8                  |
| 41       | ZZUN7138 | 1    | UNITY STEPPER - LARGE                        | Certified        | 128.05             |                                     |                             | 342                  | 4     | 2.00          | 0.00            | 1                  |
| 42       | ZZUN8727 | 1    | PLAYCUBE- GROUND LEVEL                       | Certified        | 151.62             |                                     |                             | 429                  | 4     | 1.50          | 0.12            | 1                  |
| 43       | ZZXX0065 | 1    | SPIN CUP                                     | Certified        | 57.21              |                                     |                             | 301                  | 1     | 2.00          | 0.12            | 1                  |
| 44       | ZZXX0193 | 1    | UNITY ROCKR                                  | Certified        | 497.20             |                                     |                             | 1,380                | 6     | 4.00          | 0.18            | 1                  |
| 45       | ZZXX0265 | 2    | INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL | Certified        | 22.62              |                                     |                             | 179                  | 2     | 0.50          | 0.00            | 2                  |
| 46       | ZZXX0365 | 1    | HOME DOME                                    | Certified        | 426.71             |                                     |                             | 1,862                | 8     | 8.50          | 0.33            | 1                  |
| 47       | ZZXX0596 | 1    | DUO SEE-SAW WITH BACKREST                    | Certified        | 210.02             |                                     |                             | 810                  | 2     | 3.00          | 0.12            | 1                  |
| 48       | ZZXX0662 | 1    | CONCERTO LARGE CABASA                        | Certified        | 78.46              |                                     |                             | 675                  | 1     | 1.50          | 0.26            | 1                  |
| 49       | ZZXX0665 | 1    | CONCERTO 5 CONGAS                            | Certified        | 72.50              |                                     |                             | 2,497                | 2     | 1.00          | 0.12            | 1                  |
| 50       | ZZXX0666 | 1    | CONCERTO VIBES                               | Certified        | 134.82             |                                     |                             | 3,188                | 1     | 2.00          | 0.26            | 1                  |



# Henwood Park

Design Number: C24170PMR3 25 - Compliance and Technical Data

Reference Document: ASTM F1487

| Ref. No.       | Part No. | Qty. | Description                                | Unit ASTM Status | Total Weight (lbs) | Pre-Consumer Recycled Content (lbs) | Post-Consumer Content (lbs) | CO2e Footprint (kgs) | Users      | Install Hours | Concrete (Yds3) | Active Play Events |
|----------------|----------|------|--|------------------|--------------------|-------------------------------------|-----------------------------|----------------------|------------|---------------|-----------------|--------------------|
| 51             | ZZXX0667 | 1    | CONCERTO CHIMES                            | Certified        | 129.32             |                                     |                             | 2,900                | 2          | 2.00          | 0.26            | 1                  |
| 52             | ZZXX0892 | 2    | ACCESSIBLE SWING SEAT- 8ft TOP RAIL        | N/A              | 107.60             |                                     |                             | 606                  | 0          | 1.00          | 0.00            | 0                  |
| 53             | ZZXX0962 | 1    | 5.00in OD 4-UNIT ARCH SWING SHADE (DOUBLE) | N/A              | 2,167.80           |                                     |                             | 4,415                | 0          | 3.00          | 2.16            | 0                  |
| 54             | ZZXX0965 | 2    | 2-UNIT ARCH SWING SHADE TOP RAIL           | N/A              | 147.00             |                                     |                             | 237                  | 0          | 4.00          | 0.00            | 0                  |
| <b>Totals:</b> |          |      |  |                  | <b>13,905.75</b>   | <b>2,091</b>                        | <b>4,053</b>                | <b>52,877</b>        | <b>129</b> | <b>160.00</b> | <b>9.62</b>     | <b>52</b>          |
|                |          |      |  |                  | <b>0 Kg</b>        | <b>0 Kg</b>                         | <b>0 Kg</b>                 | <b>0 Metric Tons</b> |            |               |                 | <b>0 m3</b>        |



# Henwood Park

Design Number: C24170PMR3 25 - Compliance and Technical Data

Reference Document: ASTM F1487

| Ref. No. | Part No. | Qty. | Description | Unit ASTM Status | Total Weight (lbs) | Pre-Consumer Recycled Content (lbs) | Post-Consumer Content (lbs) | CO2e Footprint (kgs) | Install Users | Install Hours | Concrete (Yds3) | Active Play Events |
|----------|----------|------|-------------|------------------|--------------------|-------------------------------------|-----------------------------|----------------------|---------------|---------------|-----------------|--------------------|
|----------|----------|------|-------------|------------------|--------------------|-------------------------------------|-----------------------------|----------------------|---------------|---------------|-----------------|--------------------|

## ASTM F1487

The lay-out for this custom playscape, design number C24170PMR3 25, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, [www.ipema.org](http://www.ipema.org). In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

## 2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

## Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

## Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

## Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

## Post-Consumer Recycle Content

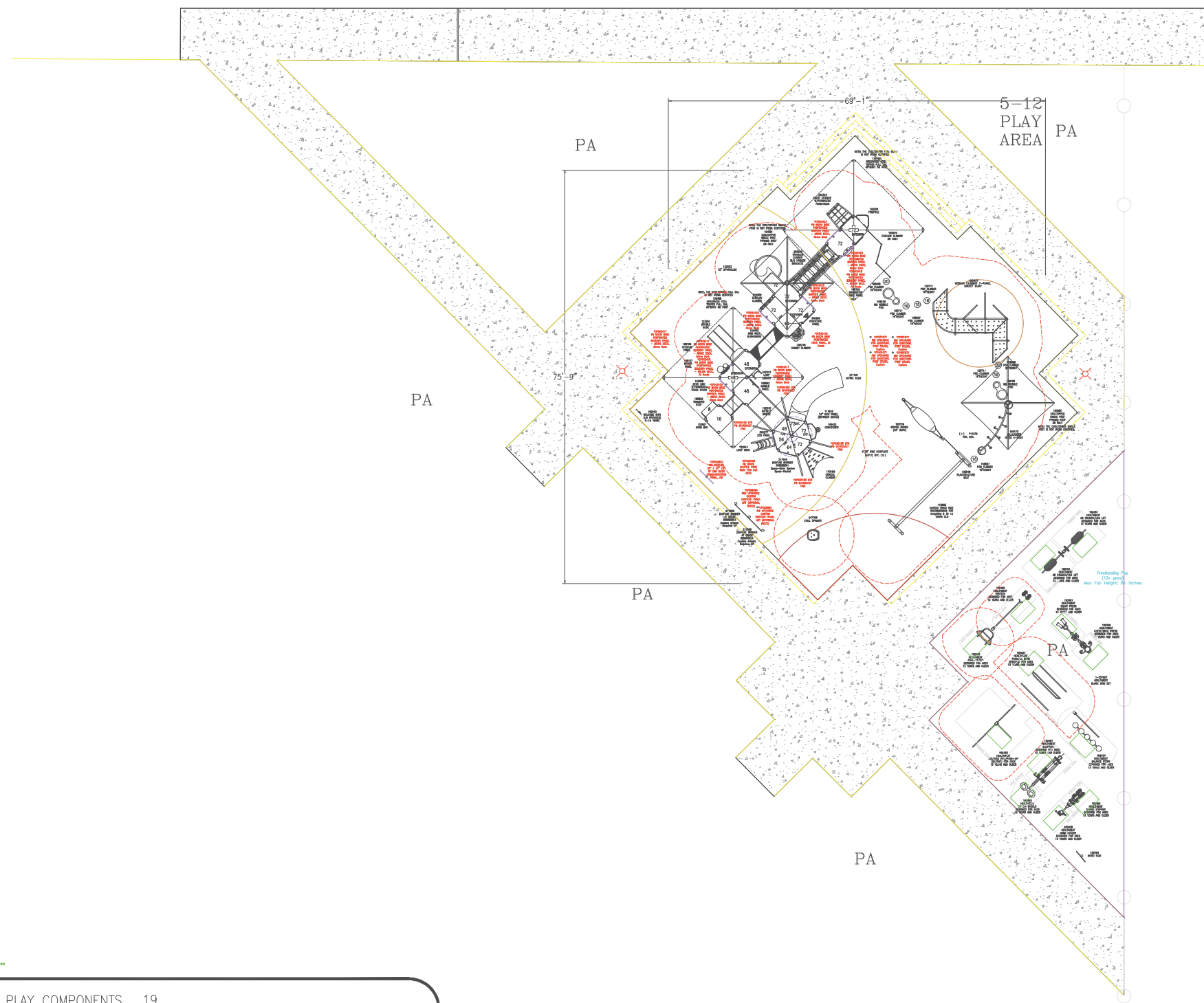
A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. \*\*20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

\*\* The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



**EXHIBIT C**

**5-12 PLAYGROUND CONCEPT PLAN HENWOOD PARK**



SLR  
landscape  
structures  
or approved equal



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with \*) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL-DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (POURED-IN-PLACE SUGGESTED)

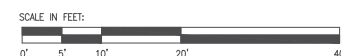
IT IS THE MANUFACTURER'S OPINION AND INTENT THAT THE LAYOUT OF THESE COMPONENTS CONFORM WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "HANDBOOK FOR PUBLIC PLAYGROUND SAFETY".

DESIGNED BY:  
DTG

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LANDSCAPE STRUCTURES INC.  
601 7th STREET SOUTH  
DELANO, MINNESOTA 55328  
PH: 888-438-6574  
[playlsi.com](http://playlsi.com)

|         |                    |          |
|---------|--------------------|----------|
| 1/10/25 | 1192799-01-01      | DTG      |
| Date    | Previous Drawing # | Initials |

|  |    |          |   |
|--|----|----------|---|
| TOTAL ELEVATED PLAY COMPONENTS                   | 19 |          |   |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP     | 0  | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 15 | REQUIRED | 8 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN   | 16 | REQUIRED | 6 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 8  | REQUIRED | 8 |



Henwood Park 5-12  
San Diego, CA

Coast Recreation, Inc.  
or approved equal  
Shauri Wu

SYSTEM TYPE:  
PlayBooster  
DRAWING #:  
1192799-02-01



**EXHIBIT D**

**5-12 PLAYGROUND EQUIPMENT HENWOOD PARK**



*SSR*  
landscape  
structures

## Henwood Park 5-12

1192799-02-01-01 · 01.30.2025

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or approved equal

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SLR  
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structures

## Henwood Park 5-12

1192799-02-01-02 • 01.30.2025

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# Henwood Park 5-12

1192799-02-01-03 · 01.30.2025



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# Henwood Park 5-12

1192799-02-01-04 · 01.30.2025



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Ofc. Jeremy Henwood Park Play Area Replacement  
K-26-2461-DB1-3

*LS*  
landscape  
structures

## Henwood Park 5-12

1192799-02-01-05 · 01.30.2025

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*SL*  
landscape  
structures

## Henwood Park 5-12

1192799-02-01-06 · 01.30.2025

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# Henwood Park 5-12

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# Henwood Park 5-12

1192799-02-01-08 · 01.30.2025



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August 13, 2025

To: Kaitlyn Porter  
 Asset Management  
 City of San Diego | Parks and Recreation Department

Equipment List for Henwood Park 5-12 and Fitness area.

| DESCRIPTION  |  |
|--|--|
| Landscape Structures 5-12 Play Structure, per Drawing #1192799-02-01. Includes main play structure with integrated shade, Mobius Climber, Lolliladder, Boogie Board, Track Ride, and connecting stepping forms |  |
| Landscape Structures Chill Spinner   |  |
| (2) Freestanding Digifuse Panels with Custom Artwork. Includes posts. Artwork provided by the city   |  |
| Custom City of San Diego Communication Panel w/ Posts  |  |
|  |  |
| Healthbeat Pullup/Dip and Stretch Station w/ Post  |  |
| Healthbeat Ab Crunch/Leg Lift and Ab Crunch/Leg Lift w/ Post   |  |
| Healthbeat Squat Press and Chest/Back Press Station w/Post   |  |
| Healthbeat Parallel Bar and Balance Steps Station w/Post   |  |
| Healthbeat Cardio Stepper and Hand Cyclor Station w/Post   |  |
| Healthbeat Elliptical and Tai Chi Wheels Station w/Post  |  |
| Healthbeat Assisted Row/Push Up Station w/Post   |  |
| Healthbeat Intro Sign w/ Post  |  |
|  |  |
|  |  |
|  |  |

\*Note surfacing is not included in this list.

\*Leadtime will be approximately 8-10 weeks for production from the time of order acceptance

My contact information is as follows for any questions:

Shauri Wu – San Diego Sales Consultant  
 swu@coastrecreation.net  
 Cell: 909-329-9559

Thank you!



**Purchasing & Contracting Department**  
Equal Opportunity Contracting

February 5, 2025

LDCO, Inc.  
Mr. Luan Dauti  
5155 35th Street  
San Diego, CA 92116

**Subject: Small Local Business Enterprise Certification**

Dear Mr. Dauti:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 17LD1943 and your classification is General Construction. Please reference this certification number when bidding on City projects. For the City's Small Local Business Enterprise (SLBE) Program, your certification is effective February 5, 2025. This certification expires on February 5, 2027 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

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

**Construction Contractors:** Contractors desiring to bid as a prime contractor on City of San Diego public works construction projects must be prequalified in accordance with the San Diego Municipal Code §22.3004(a). Please review the Notice to Contractors regarding changes to Contractor Prequalification Program, effective 10/1/16 in Enclosure 1.

If an applicant is seeking bid on a specific project, the prequalification application must be received at least two weeks **prior** to the bid due date. Upon prequalification approval, an automated email notification will be forwarded from PlanetBids. Please be sure to print your prequalification approval letter for your records.

For questions regarding the Prequalification Program, please contact Public Works – Contracting at (619) 533-3450.

For questions regarding the Small Local Business Enterprise (SLBE) Program, please contact Equal Opportunity Contracting at (619) 236-6000.

**Purchasing & Contracting Department**

Equal Opportunity Contracting

If there are any changes in your firm's status during this certification period, you are required to notify this office *immediately*.

*Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.*

Thank you,



Christian Silva  
Program Manager, Equal Opportunity Contracting

Enclosure:

1. Changes to Contractor Pre-Qualification Program and Debarment Procedures
2. Small Local Business Enterprise Certificate



# NOTICE TO CONTRACTORS

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**DATE: September 1, 2016**

**FROM: James Nagelvoort, City Engineer**

**SUBJECT: Changes to Contractor Prequalification Program and Debarment Procedures**

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In order to ensure that potential bidders on City public works contracts possess the capability to perform the contract requirements and the business integrity to justify the award of public funds, in 2003 the City implemented the contractor prequalification program. Periodically, we review the program to verify that it is accomplishing its intended purpose.

Beginning in late 2015, City staff began the latest review by consulting with industry, small business and community groups, conducting workshops and analyzing data from previously completed contracts. Based on the results of our review, **effective October 1, 2016**, the following changes to the contractor prequalification program will be in effect:

- Except as described below for ELBE/SLBE firms, compiled financial statements will not be accepted for the purpose of prequalification. Acceptable financial statements must be either reviewed or audited by an independent accountant and demonstrate both positive working capital and positive net worth.
- Applicants' maximum bidding capacity (MBC) will be calculated according to a formula factoring the firm's financial strength, work experience and bonding capacity.

- The MBC of firms which submit reviewed financials will be continue to be capped at \$15 million. The MBC of firms which submit audited financials may exceed \$15 million, but, in no case will the firm's MBC exceed its single-project bond limit.
- Projects submitted as references must have been completed as a prime contractor within the previous five years.

At the same time, the following changes will apply to certified ELBE/SLBE firms which wish to become prequalified to bid as a prime contractor on City public works projects:

- Prior to applying to become prequalified to bid as a prime contractor, ELBE/SLBE firms must have successfully completed either three City of San Diego CIP projects acting as a subcontractor or three projects as either a prime contractor or subcontractor for other public agencies in the previous three years. Successful performance will be verified.
- Upon satisfactory completion of the three projects, the ELBE/SLBE firm may apply for prequalification to bid as a prime contractor by submitting:
  - Reference information from the three successful projects, A compiled, reviewed or audited financial statement prepared by an independent accountant which demonstrates both positive working capital and positive net worth,
  - A letter from its surety stating the firm's single-project and aggregate bonding limits.
- Upon approval, an ELBE/SLBE may be prequalified with a maximum bidding capacity capped by its single-project bond limit or \$500,000, whichever is less.
- SLBE-certified firms may become prequalified to bid as a prime on projects valued at over \$500,000 by submitting the standard prequalification application.
- CURRENTLY PREQUALIFIED ELBE/SLBE FIRMS WILL BE GRANDFATHERED INTO THE REVISED PROGRAM UNTIL THE NEXT RENEWAL DATE SO LONG AS THEIR WORK ON CITY PROJECTS REMAINS SATISFACTORY OR BETTER. AT THE TIME OF RENEWAL, THEY MUST BE ABLE TO MEET THE REVISED REQUIREMENTS.
- Workshops will be provided for ELBE/SLBE contractors utilizing experienced City staff to provide training on administration of public works projects. Attendance is mandatory for any firm which has not previously completed a public works project as a prime contractor.

For additional information about the contractor prequalification program, please visit the City's web site at <https://www.sandiego.gov/cip/bidopps/prequalification>.

Concurrent with the changes to the contractor prequalification program, the following changes to the City's debarment process will take effect:

Three levels of debarment/ loss of pre-qualification for Unsatisfactory **Final** Evaluations by the Construction Management & Field Services (CM&FS) Division of Public Works in the specified periods will result in the following actions:

- Level #1: 2 final unsatisfactory evaluations in any 2 contiguous years, will result in debarring a contractor from bidding City projects for 2 years.
- Level #2: 3 final unsatisfactory evaluations in any 3 contiguous years, will result in debarring a contractor from bidding City projects for 3 years.
- Level #3: 4 or more final unsatisfactory evaluations in any 4 contiguous years, the Public Works Department Director will pursue permanent debarment, appealable as described in the San Diego Municipal Code.
- All final unsatisfactory evaluations are appealable to the Deputy Director of CM&FS.
- ANY major or egregious agreement breach (i.e. Safety accidents, EOCP violations, falsification of documents, etc.), corrupt practices or other action which demonstrates a lack of business integrity may result in the Public Works Department Director pursuing permanent debarment, appealable as set forth in §22.0801, et seq. of the San Diego Municipal Code.

*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

LDCO, Inc.

**Small Local Business Enterprise (SLBE)**

***General Construction***

(NAICS: 236118, 238320, 236220)

Certification Number: 17LD1943

***Effective: 2/5/2025 - 2/5/2027***

---

Christian Silva  
Program Manager  
Equal Opportunity Contracting

*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

Neri Landscape Architecture, A California Corporation

**Emerging Local Business Enterprise (ELBE)**

***Professional Services***

(NAICS: 541320)

Certification Number: 11NL0337

***Effective: 9/3/2024 - 9/3/2026***

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Christian Silva  
Program Manager  
Equal Opportunity Contracting