City of San Diego

CITY CONTACT: ANA DEL RINCON, 600 B Street Suite 800 MS 908A, San Diego, CA 92101 Email: ADelRincon@sandiego.gov; Phone: (619) 533-7412; Fax; (619) 533-5176 NB/LJI/CG

REQUEST FOR PROPOSAL (RFP)



FOR

DEL MAR TRAILS PARK PLAY AREA UPGRADES DESIGN-BUILD CONTRACT

BID NO.:	K-12-5546-DB1-2
RFP NO.:	5546
SAP NO. (WBS/IO/CC):	<u>S-11016</u>
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB

PROPOSAL DUE:

12:00 NOON MAY 16, 2012 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTING GROUP 1200 THIRD AVENUE, SUITE 200, MS 56P SAN DIEGO, CA 92101 ATTN: CONTRACT SPECIALIST

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1.0 INTRODUCTION

- 1.1 This is the City of San Diego's (City) first step (in a 1-step process) in the selection process to provide Design-Build services for the **Del Mar Trails Park Play Area Upgrades Design-Build Contract** (Project). The Design-Builders shall disregard references to RFQ and SOQ documents in this RFP.
- **1.2** Class "A" contractor's license will be required.

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

- 1) The rejection of the Proposal.
- **1.3** The Design-Builders interested in bidding this project shall be pre-qualified through the City's Prequalification program:

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

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

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

- **1.4** This RFP describes the Project, the required scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.
- **1.5** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan or any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2.0 EQUAL OPPORTUNITY

- **2.1** As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- **2.2** The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.
- 2.3 The City has determined a 10% mandatory SLBE-ELBE subcontracting participation. The City has also determined a voluntary subcontractor participation of 10%, equating to 20% in total subcontractor participation, to enhance competition and maximize subcontracting opportunities. Percentages are based on the Contract Price, less Field Orders, Additive, Deductive and Allowance Bid items.

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

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

3.0 PROJECT BACKGROUND AND DESCRIPTION

See Attachment A.

4.0 <u>SCOPE OF WORK AND SERVICES</u>

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

5.0 <u>SELECTION PROCESS</u>

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

5.1 Technical Proposal Requirements

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

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

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

- **5.1.3** The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.
- **5.1.4** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in Attachment B. The contents of the Proposal shall be organized consistent with the Attachment B.

5.2 Price Proposal Requirements

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

5.3 Submittal Requirements

5.3.1 Technical Proposal

5.3.1.1 The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.

5.3.1.2 One executed original, clearly and conspicuously marked on the cover, and 6 copies are to be submitted in a sealed package marked "Technical Proposals" clearly and conspicuously in its face. The following information will be clearly marked on the outside of each package:

Name of Design-Builder Del Mar Trails Park Play Area Upgrades Design-Build Contract

"Technical Proposal" Package Number (e.g., 1 of 16, 2 of 16, etc.) Marked "CONFIDENTIAL" (in red)

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

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

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

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

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

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

5.3.2 Price Proposal

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

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

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

Name of Design-Builder Del Mar Trails Park Play Area Upgrades Design-Build Contract

"Price Proposal" Marked "CONFIDENTIAL" (in red)

- **5.3.2.3** Failure to comply with the requirements of this RFP may result in disqualification.
- **5.3.2.4** Price Proposals or modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittals invalid and will cause their disqualification in the selection process.

5.4 Review of Technical Proposal

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

5.5 RESERVED

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

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

The City will select a Design-Builder that will offer the best value for the design and construction of playground and ADA upgrades per the scope shown in Attachment 'A' and the requirements of this contract.

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

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

6.0 <u>Policies, Procedures and Guidelines</u>

- **6.1** The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.
- **6.2** A Ranking Panel (Panel) will be established for this project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at Large, as required and other agencies e.g., the State Water Resource Control Board, etc.).
- **6.3** The Panel will review all proposals received in accordance with Attachment 'B' of this RFP. Based on the Design-Builder's Proposal and the Project's Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications in a public meeting. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee. The public meeting will be held at 2:30 PM at Public Works Contracting Group (PWCG), 1200 Third Avenue, Suite 200, San Diego, California, 92101 as scheduled in Section 8.
- **6.4** The Mayor or designee will make the final recommendation to City Council concerning the proposed agreement. The City Council has the final authority to approve the Contract.

7.0 EVALUATION CRITERIA

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

8.0 <u>SELECTION AND AWARD SCHEDULE</u>

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

8.1	Pre-Proposal Meeting	April 26, 2012
8.2	Proposal Due Date	May 16, 2012
8.3	RESERVED	Not Used
8.4	Public Ranking Meeting	May 31, 2012
8.5	Selection and Notification	June 14, 2012
8.6	Receipt of Bonds and Insurance Certificates	June 29, 2012
8.7	Notice to Proceed	July 16, 2012

9.0 PRE-PROPOSAL ACTIVITIES

9.1 Questions Concerning RFP

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

9.2 Pre-Proposal Meeting

A Pre-Proposal meeting will be held **April 26, 2012** from 10:00 AM to 11:00 AM, at 1200 Third Avenue, Suite 200, large conference room, San Diego, CA, 92101. All potential responders are **encouraged** to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is not necessary for all members of a Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be held accountable for receiving and applying all information discussed at the Pre-Proposal Meeting.

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

9.3 Revision to the RFP

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

10.0 SPECIAL CONDITIONS

10.1 Reservations

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

10.2 Public Records

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

10.3 Right to Cancel

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

10.4 Additional Information

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

10.5 Public Information

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

10.6 Changes to Key Personnel and Substitution of Subcontractors

- **10.6.1** The Design-Builder shall not change or substitute any individual that is identified as "key personnel" in its SOQ and Proposal without the written consent of the City.
- **10.6.2** The Design-Builder shall not change or substitute any material, Supplier Subconsultants, or Subcontractor identified in its SOQ and Proposal without written consent of the City.

10.7 Use of Reference Documents and Pre-Design Reports

- **10.7.1** The City has made available As-Built Plans and Reference Documents related to the Project. Use of these reports shall be for general project background information only, and shall be used at the Design-Builder's risk. No responsibility is assumed by the City for the completeness or accuracy of these reports.
- **10.7.2** Refer to Attachment 'A' for the following:
 - a. Scope of Work
 - b. Site Plan
 - c. Vicinity Map

10.8 Use of Computer Aided Drafting and Design (CADD)

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

10.9 Scheduling and Management Reporting Systems

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

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

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

10.10 Project Schedule

- **10.10.1** The City has established the following tentative milestones for the Project:
 - a. Approve project schedule (Primavera) July 30, 2012
 - b. Issue Notice of Completion November 30, 2012

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

10.11 Acknowledgement of Addenda

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

- **10.12** The agreement, terms and conditions are included in The City's Front End Contract Documents Volume 1 and 2, The GREENBOOK Part 1, and The WHITEBOOK e.g., the City Supplement.
- **10.13** This Contract is funded by Carmel Valley FBA Funds.

ATTACHMENT A

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

ATTACHMENT A

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

PUBLIC WORKS DEPARTMENT

1.0 <u>Project Description:</u>

The Scope of this project is to remove and replace the existing playground areas including accessibility upgrades to the surrounding areas.

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

Reference documents:

- a) Del Mar Trails Park "As-Built" drawings
- b) The City of San Diego Consultant's Guide to Park Design and Development, available on line at <u>http://www.sandiego.gov/park-and-recreation/general-info/consultantguide.shtml</u>
- c) San Diego Municipal Code Land Development Manual, available on line at <u>http://www.sandiego.gov/development-services/industry/stormwater.shtml</u>

2.0 <u>Scope of Work:</u>

- Play area upgrades:
 - 1. Remove and dispose existing playground sand.
 - 2. Remove and dispose existing play equipment.
 - 3. Install new play equipment

Two play structures:

2-5 years old – play structure to include a minimum of 15 play components.

5-12 years old – play structure to include a minimum of 30 components.

Design to incorporate three bright colors.

- 4. Installation of new resilient surfacing to provide access, new filter fabric, new concrete base and new sand to a minimum depth of 12 inches.
- 5. Installation of drainage components in tot lot areas as necessary.
- 6. Provide a report and certification by an independent Playground Safety Inspector that the installed play equipment and surfacing is compliant with all applicable codes and standards of the National Playground Safety Institute.

- Accessibility Upgrades:
 - 1. Remove and replace existing curb ramp at the intersection of Del Mar Trails and Mona Lisa as necessary to provide an accessible route to tot lot.
 - 2. Remove and replace existing walkway as necessary to provide an accessible route to tot lot. The walkway should be replaced with a ramp. See Site Plan for location.
 - 3. Remove and replace some sections of the existing walkway around the play area due to their exceeding 2.0% slope in order to make the entire path ADA accessible.
 - 4. Remove and replace existing drinking fountain and pad with Hi-Lo per current standard drawing.
 - 5. Remove and replace 1 picnic table with accessible table at specified location to comply with Americans with Disabilities Act/Americans with Disabilities Act Accessibility Guidelines [ADA/ADAAG], California Title 24 Disable Access Regulations, and local standard policies on accessibility.
 - 6. Remove and replace 2 existing concrete benches with accessible benches.
 - 7. Install new ADA blue curb marking and signage per current Standard Drawing.
 - 8. Install a trash receptacle close to the accessible table.
 - 9. Install a barbeque grill and hot coal receptacle next to the accessible table.
 - 10. Provide directional signage on both entrances.
- Make all necessary repairs and adjustments to existing irrigation systems and plantings, including turf that are disturbed, broken, or removed as a result of construction activities.
- Install temporary construction fencing for the duration of the project.
- This project is subject to standard Storm Water BMP's. Refer to the Land Development Manual, Storm Water Standards.

3.0 <u>Reference Standards:</u>

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

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

1. STANDARD SPECIFICATIONS

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

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

2. STANDARD DRAWINGS

NOTES:

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



LEGEND

- 1) The existing curb ramp at the intersection of Del Mar Trails and Mona Lisa does not comply and shall be replaced.
- 2) The second walkway from Mona Lisa which has running slopes exceeding 5% to 7%, shall be replaced with an accessible ramp.
- 3) Some sections in the walkways around the play area shall be replaced due to their exceeding 2% slope.
- 4) The drinking fountain located on site will either need to be upgraded to a Hi-Lo, or a second Hi-Lo drinking fountain will be installed closer to the play area and connected to a accessible route.
- 5) One of the picnic tables located on site will either be replaced by an ADA approved table, or a new ADA table will be placed near the play area, on an accessible route.
- 6) Replace at least two of the four existing concrete benches with ADA approved ones, or install new ones.
- 7) Install a blue curb accessible space on Mona Lisa. The exact location of the space will be determined at 30% design.
- 8) Provide a trash receptacle close to the accessible table.
- 9) Provide a grill and receptacle next to the accessible tables.
- 10)Provide directional signage on both entrances.





Request for Proposal (Rev. June 2011) Attachment A – Vicinity Map Del Mar Trails Park Play Area Upgrades Design-Build Contract

ATTACHMENT B

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC WORKS DEPARTMENT

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

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

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

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

2. Addenda to this RFP (PASS/FAIL)

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

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

3. Exceptions to this RFP (PASS/FAIL)

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

4. <u>Executive Summary (5 Points Max)</u>)

Include a one- to two-page overview of the entire Proposal describing the highlights of the Proposal. Failure to provide the executive summary will result in the RFP being considered non-responsive and ineligible for further consideration.

5. <u>Project Team (10 Points Max)</u>

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

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

6. <u>Technical Approach and Design Concept (60 Points Max)</u>

Describe in detail the proposed design concept for this project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Design-Builder'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:

The City will select a Design-Builder that will offer the best value for the design and construction of playground upgrades per the scope shown in Attachment 'A' and the requirements of this contract. The Work and Services required of the Design-Builder include those during design, construction, and startup of the Project. The Design-Builder 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'.

The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Design-Builder. The Design-Builders will be notified in writing of the City's final decision. Selection of the Design-Builder will be based on the following criteria:

- a. Value of equipment (15 points): Maximize the total number of play components within the available space and budget.
- b. Creativity **(10 points)**: Provide a modular structure and playground layout with creative themes and imaginative spaces, which integrate well with the ground-level play components.
- c. Play Value (15 points): Play equipment shall challenge the users by addressing their physical, social and mental development while providing entertainment. A vendor who can provide a modular structure with a variety of experiences and opportunities for children to interact with each other would be preferred over one with too many similar experiences or too little

opportunity for group play or interaction. Maximize accessible components for disabled users, sensory experiences and boundless play opportunities.

- d. Safety and Access (5 points): All play equipment and layout within the confines of the existing play areas shall meet or exceed all State, Federal, and other applicable safety and access codes and guidelines. Contractors/Installers certified by the manufacturer of the equipment shall install play equipment. In order to provide stimulating experiences for children with disabilities, provide the same number of components and stimulating experiences, equivalent but not necessarily the same, at the top of modular equipment as below.
- e. Durability (5 points): 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.
- f. Accessibility Upgrades (**10 points**): All accessibility upgrades as described in Attachment 'A' shall be addressed. Provide narrative describing methods to ensure compliance of all required access related improvements.

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

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

Subcontractor Documentation

The Design-Builder shall, at a minimum, provide with its Technical Proposal a listing of at least 3 of the largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal, using form AA15 and AA30 provided in Volume 2, Attachment 'D' of this RFP. Note: Subcontractors include design professionals, as well.

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

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

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

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

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

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

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

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

In no case the points shall exceed 25.

Total Points: 100

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

ATTACHMENT C

CONTRACT FRONT END VOLUME 1

City of San Diego

CONTRACTOR'S NAME: ADDRESS:

FAX NO.:_

TELEPHONE NO.: CITY CONTACT: Ana Del Rincon, 600 B Street Suite 800 MS 908A, San Diego, CA 92101 Email: ADelRincon@sandiego.gov; Phone: (619) 533-7412; Fax; (619) 533-5176 NB/LJI/CG

CONTRACT DOCUMENTS



FOR

DEL MAR TRAILS PARK PLAY AREA UPGRADES DESIGN-BUILD CONTRACT

VOLUME 1 OF 2

BID NO.:	K-12-5546-DB1-2
RFP NO.:	5546
SAP NO. (WBS/IO/CC):	<u>S-11016</u>
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM. \geq

> THIS IS A CARMEL VALLEY FBA FUNDED CONTRACT

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

- 1) *Equal Opportunity Contracting Program Requirements* This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) City Supplement The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

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

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

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

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DF	SCRIPTION	PAGE NUMBER
1.	REQUIRED DOCUMENTS SCHEDULE	
2.	SPECIAL NOTICE SLBE-ELBE PROGRAM	
3.	INVITATION TO BIDS	
4.	INSTRUCTION TO BIDDERS	
5.	CONTRACT FORMS	
	Agreement/ContractPerformance Bond and Labor and Materialmen's Bond	
6.	CONTRACTOR CERTIFICATION	
	 Drug-Free Workplace American with Disabilities Act (ADA) Compliance Contractor Standards - Pledge of Compliance Affidavit of Disposal 	
7.	SUPPLEMENTARY SPECIAL PROVISIONS	
8.	APPENDICES:	
	 APPENDIX A Notice of Exemption APPENDIX B Fire Hydrant Meter Program APPENDIX C Sample City Invoice 	

REQUIRED DOCUMENTS SCHEDULE

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

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

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

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

ITEM	WHEN	BY	WHAT	FORMS ARE DUE WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	BID DUE DATE/TIME	ALL BIDDERS	Price Proposal Form		\checkmark
2.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106		\checkmark
3.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions		\checkmark
4.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance		\checkmark
5.	BID DUE DATE/TIME	ALL BIDDERS	Form AA05 – Design- Build List of Subcontractors		\checkmark
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA15 - Design- Build List of Subcontractors	\checkmark	
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA25 - Design- Build Named Equipment/Material Supplier List		\checkmark
8.	BID DUE DATE/TIME	ALL BIDDERS	Form AA30 - Design- Build Named Equipment/Material Supplier List	\checkmark	
9.	BID DUE DATE/TIME	ALL BIDDERS	Form AA50 - Subcontractors Past Participation List		
10.	BID DUE DATE/TIME	ALL BIDDERS	Form AA55 - Suppliers Past Participation List	\checkmark	
11.	BID DUE DATE/TIME	ALL BIDDERS	Form BB05 – Work Force Report		

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT	FORMS ARE DUE WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
12.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	Proof of Valid DBE- MBE-WBE-DVBE Certification Status e.g., Certs.	$\sqrt{(\text{if submitted})}$ with the Proposal)	
13.	WITHIN 3 WORKING DAYS OF PUBLIC RANKING MEETING	ALL BIDDERS	Form AA60 – List of Work Made Available	$\sqrt{(\text{if submitted})}$ with the Proposal)	
14.	WITHIN 3 WORKING DAYS OF PUBLIC RANKING MEETING	ALL BIDDERS	SLBE-ELBE Good Faith Documentations	$\sqrt{(\text{If submitted})}$ with the Proposal)	
15.	WITHIN 10 WORKING DAYS OF BID OPENING	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.		
16.	WITHIN 10 WORKING DAYS OF BID OPENING	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: o Joint Venture Agreement o Joint Venture License		
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement		
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms – Performance Bonds and Labor and Materialmen's Bond		
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements		
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace		

ITEM	WHEN	BY	WHAT	FORMS ARE DUE WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act		
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance		
23.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report		
24.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report		
25.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)		
26.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report		
27.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal		

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

- 1. INTRODUCTION. This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
 - **1.1.** The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.

2. AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.

- **III.** Equal Employment Opportunity Outreach Program (A). DELETE in its entirety and SUBSTITUTE with the following:
 - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

3. AMENDMENTS TO THE CITY'S EOCP SLBE-ELBE REQUIREMENTS.

VIII. Subcontracting Efforts Review and Evaluation (2b)). DELETE in its entirety and SUBSTITUTE with the following:

- b) "Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 10 Working Days before the Bid or Proposal due date."
- VIII. Subcontracting Efforts Review and Evaluation (3) and (4). DELETE in its entirety and SUBSTITUTE with the following:
 - 3. Good Faith Effort Documentation Requirements

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

A. ADVERTISEMENT REQUIREMENTS

Advertisements for subcontract work must comply with the following requirements:

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

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

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

- 5. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
- 6. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 7. Bidders MUST provide proof of publication of each advertisement by providing the publication affidavit which must include a legible copy of the entire advertisement and the original ENTIRE page of the publication in which the advertisement appears.

B. SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS

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

- 1. The solicitation must be dated and list the name of the SLBE-ELBE firm. Solicitations must be made to the SLBE-ELBE firms at least 10 Working Days prior to bid opening.
- 2. Solicitation must state which items or portions of work the Bidder is requesting subcontractor pricing.
 - 2.1 It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the specified subcontractor participation percentage and at a minimum an amount of work equal to the subcontractor participation amount. If necessary to reach the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 3. Solicitation must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 4. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE subcontractors in obtaining necessary equipment, supplies, or materials.

- 5. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 6. Bidder must solicit **ALL** SLBE-ELBE firms on the City's approved list, who have the NAICS code for the subcontract work sought by the Contractor.
- 7. Bidders must provide copies of ALL solicitations with one of the following forms of verification that the solicitations were sent:
 - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
 - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
 - c) If emailed: provide copies of the email delivery confirmation sheet(s).

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

C. SLBE-ELBE WRITTEN SOLICITATION FOLLOW-UP REQUIREMENTS

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

- 1. Follow up communications must start no less than 5 Working Days prior to bid opening.
- 2. Bidders must follow up with all SLBE-ELBE firms in writing. Bidders must provide copies of ALL written follow up notices with one of the following forms of verification that the follow up notices were sent:
 - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
 - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
 - c) If emailed: provide copies of the email delivery confirmation sheet(s).

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

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

D. SUBCONTRACT AWARD SUMMARY

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

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

E. OUTREACH ASSISTANCE REQUIREMENTS

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

1. Contact a minimum of 5 local organizations or groups to provide assistance in contacting, recruiting and using SLBE-ELBE firms by written notice. For a listing of organizations or groups offering assistance, please visit the City's EOC home page at <u>http://www.sandiego.gov/eoc/</u>

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

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

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

INVITATION TO BIDS

1. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the design and construction of the Project as described in the RFP.

The Work shall be performed in accordance with:

- Design-Build Bridging Documents included as attachment to the RFP.
- **2.** LOCATION OF WORK: The location of Work is Citywide unless specified otherwise as follows:

Del Mar Trails Park, Del Mar Trails Road, San Diego, CA 92130

3. CONTRACT TIME: The Contract Time for completion of the Work shall be **88 Working Days.**

4. CITY PROJECT MANAGER CONTACT INFORMATION:

See the cover of the RFP.

- 5. WAGE RATES: Prevailing wages are not applicable to this project <u>unless specified otherwise</u> on the cover page of these specifications and when included in these specifications. See Funding Agency Provisions that follow this Invitation to Bid for more information.
- 6. **INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

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

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

Tony Heinrichs Director Public Works Department

INSTRUCTIONS TO BIDDERS

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

Bids from contractors who have not been pre-qualified as applicable, and Bids that exceed the maximum dollar amount at which contractors are pre-qualified, will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

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

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

- 2. CONTRACTOR REGISTRATION: Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- **3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 4. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Invitation to Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- **5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS: The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

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

- 8. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- **9.** AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group (PWCG) at the address listed below.
- **10. QUESTIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to eBidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts i.e., valued less than \$500,000).

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

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

- **11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 1 Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf.
- **12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- **13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. THE CONTRACT: The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working Days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

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

Proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

19. DRUG-FREE WORKPLACE:

a) General:

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

b) Definitions:

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

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

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

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

c) City Contractor Requirements:

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.

c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

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

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

Questions about the City's Drug-free Workplace Policy shall be referred to the Director, Public Works Contracting Group.

20. AMERICANS WITH DISABILITIES ACT:

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

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

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

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

employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

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

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

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

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

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

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

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

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

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

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

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

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

- 24. APPRENTICES ON PUBLIC WORKS: The Contractor shall abide by the requirements of §§1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- **25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

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

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

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

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

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

27. PRE-AWARD ACTIVITIES:

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

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

CONTRACT FORMS AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this <u>5</u> day of <u>5cp+.</u>, 20<u>12</u>, by and between The City of San Diego [City], a municipal corporation, and Zasueta Contracting, Inc. [Design-Builder], for the purpose of designing and constructing the <u>Del Mar Trails Park Play</u> <u>Area Upgrades Design-Build Contract</u>. City and Design-Builder are referred to herein as the "Parties."

RECITALS

- A. City desires to construct the Project located in the City of San Diego, California.
- B. City desires to contract with a single entity for design and construction of the Project, as set forth in this agreement.
- C. The City has issued a Request for Proposals [RFP] for <u>K-12-5546-DB1-2</u> pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this agreement.
- G. Execution of this agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

INTRODUCTORY PROVISIONS

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

CONTRACT FORMS (continued) AGREEMENT

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

THE CITY OF SAN DIEGO

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Print Name: **FOR** Downs Prior, Principal Contract Specialist

SEPT. 5,2012 Date:

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By Malcola Katherine Print Name:__ Deputy City Attorney

Date:

CONTRACTOR

By

Print Name: Andrew Zasueta

President Title:

Date:

City of San Diego License No.: <u>B199400</u>1437 State Contractor's License No.: <u>746655</u>

Contract Forms Attachment C Del Mar Trails Park Play Area Upgrades Design-Build Contract

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Zasueta Contracting, Inc. ______, a corporation, as principal, and ______ Merchants Bonding Company (Mutual) ______, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Four Hundred Ten Thousand Dollars and 00/100 for the faithful performance of the annexed contract, and in the sum of Four Hundred Ten Thousand Dollars and 00/100 for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract <u>Del Mar Trails Park Play</u> <u>Area Upgrades Design-Build Contract, K-12-5546-DB1-2</u>, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

Dated	August 20	, <u>2012</u>
Approved as to Form and Leg	ality	Zasueta Contracting, Inc. Principal
		By_ and Tont
		Andrew Pasueta President Printed Name of Person Signing for Principal
Jan I. Goldsmith, City Attorne	у	
By Doputy City Attorney	9/5/12.	Merchants Bonding Company (Mutual)
-		By Gladys Rogers, Attorney-in-fact
Approved:		445 Marine View Avenue, Suite 200
	1	Local Address of Surety
2-10-100	B.RECHANY	Del Mar, CA 92014
FR. Downs Prior, Principal Contra-	t Specialist	Local Address (City, State) of Surety
		858-764-7448
	•	Local Telephone No. of Surety
		Premium \$_8,700.00
		Bond No. CAC84203

		RNIA ALL-PURPOSE NOWLEDGMENT
State of Californ		
County of San D		
On 20 August 2012	before me,	Audrey Rodriguez, Notary Public
personally appeared	*	(here insert name and title of the officer)
person, or the entity upor	n behalf of which the person	er authorized capacity, and that by her signature on the instrument the nacted, executed the instrument. s of the State of California that the foregoing paragraph is true and correct.
WITNESS I	my hand and official se	Notary Public - California San Diego County
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CAPA v12.10.05 @ by Association of Professional Notarios & CSA 800-873-9865 www.notaryclasses.com



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Audrey Rodriguez; Brooke Lafrenz; Gladys Rogers; Larry D Cogdill; Michael W

Thomas

of Del Mar and State of CA their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27thday of February, 2012.



STATE OF IOWA COUNTY OF POLK ss.

On this 27th day of February, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Notary Public, Polk County, Iowa

STATE OF IOWA COUNTY OF POLK ss.

I. William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of August, 2012



POA 0014 (11/11)

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Del Mar Trails Park Play Area Upgrades Design-Build Contract

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

Zasueta Contracting, /nc. (Name under which business is conducted)

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

And dew Zasueta Signed Printed Name Title

Drug Free Workplace Certification Attachment C Del Mar Trails Park Play Area Upgrades Design-Build Contract

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE:__ Del Mar Trails Park Play Area Upgrades Design-Build Contract

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

<u>Zasueta</u> Contracting, <u>Inc.</u> (Name under which business is conducted)

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

Signed Zasueta Printed Name_ President Title

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Del Mar Trails Park Play Area Upgrades Design-Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of <u>24Sucta</u> <u>contracting</u>, <u>MC</u>, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this 24th Day of <u>August</u> , 2012
Signed ah #
Printed Name Andrew Zasueta
Title President

Pledge of Compliance Certification Attachment C Del Mar Trails Park Play Area Upgrades Design-Build Contract

AFFIDAVIT OF DISPOSAL

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

DEL MAR TRAILS PARK PLAY AREA UPGRADES DESIGN-BUILD CONTRACT (Name of Project)

as particularly described in said contract and identified as Bid No. K-12-5546-DB1-2; SAP No. (WBS/IO/CC) S-11016; and WHEREAS, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

Dated this DAY OF, 2	Dated this	DAY O	F,	2
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Contractor

by

ATTEST:

State of County of _____

On this _____ DAY OF _____, 2____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared

known to me to be the Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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

STYLE OF SPECIFICATIONS

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

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

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

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

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

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

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

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

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

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

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

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

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

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

2-3.1.2 Subcontractor List. ADD the following:

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

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

The Contractor shall perform, with its own organization, Contract work amounting to at least 25ercent of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

2-3.3 Status of Subcontractors. ADD the following:

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

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

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

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

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

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

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

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

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

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

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

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

2-5.4.1 General. ADD the following:

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

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

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

ADD the following:

h) Slurry Seal and Asphalt Overlay Red-Lines: The Contractor shall clearly record on the City provided forms in MS Excel format the actual dates and quantity of each Bid item applied to each street segment and comments regarding each segment. The Contractor shall record reasons if no work is performed.

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

As-built Drawings shall be the responsibility of the Contractor.

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

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

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

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey markers, survey monuments, lot stakes (tagged), and benchmarks. The Engineer or the owner on a Private Contract, will, at its cost, file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb or permanently cover survey markers, survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions.

2.9.2 Survey Services – DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall be responsible for all surveying services or as may be specified in these special provisions. The payment or survey services shall be included in the various Bid Items unless a Bid Item for survey service has been provided.

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

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

2-11 INSPECTION. ADD the following:

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

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

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

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

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

SECTION 3 – CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs (a) Labor, City Supplement, first and second paragraphs, DELETE in entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at http://www.sandiego.gov/eoc/pdf/payrollreport.pdf to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

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

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. First paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

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

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

a) Provide a report and certification by an independent Playground Safety Inspector that the installed play equipment and surfacing is compliant with all applicable codes and standards of the National Playground Safety Institute.

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

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

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

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

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

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

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

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

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

ADD the following:

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

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.
 - i. The City will respond to the Contractor's substitution proposal by at least 3 Working Days prior to the Bid due date. If the City fails to respond to the Contractor's substitution proposal within the specified time period, the substitution proposal will be deemed denied.
 - ii. The Contractor may bring forward a substitution proposal after Award that was denied based on the City's failure to respond by submitting a "Cost Reduction Proposal" in accordance with 3-1.3.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

- iii. All variations of the proposed substitute from the items originally specified will be identified.
- iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
- v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- 1) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.2 Commencement of Work.

To the GREENBOOK and City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

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

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

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

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

ADD: 6-1.8 Pre-construction Meeting.

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

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

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

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

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

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

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

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 5 years:
 - 1. Work under Section 500
 - 2. DWT Construction
 - 3. LED signal modules
 - 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty.
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.

- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

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

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

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

ADD: 7-3.1 Policies and Procedures.

- a) You must procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or subcontractors.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.

e) Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

ADD: 7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage.

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

ADD: 7-3.7 Reservation of Rights. We reserve the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. We will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

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

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

ADD:

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

- a) For contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), etc. by you) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require your Subcontractor keep in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.
- b) You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- c) If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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

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

a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its expense Workers' Compensation Insurance and Employers Liability

Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

b) Limits for this insurance must be not less than the following:

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

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

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

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

7-5.2 Caltrans Encroachment Permit. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) The City has applied for the Caltrans Encroachment Permit unless specified otherwise in the SSP.
- b) The Contractor shall pay for and secure the permit prior to construction regardless of which party has applied for it.
- c) The Contractor shall arrange and pay for inspection as required by Caltrans.
- d) The Contractor shall be solely responsible for permit processing delays that result from incomplete or inaccurate information provided by the Contractor to the City or the Caltrans.

7-5.3 Payment. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

7-8.6 Water Pollution Control. ADD the following:

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

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

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

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

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

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

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

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

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

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

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

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

Plates shall conform to the following:

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

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

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

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

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
 - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
 - Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

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

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

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

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

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

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

Code Implementation:

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

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

207-17.1 General. ADD the following:

All House Connection Sewer Laterals shall use acceptable stainless steel shielded couplings manufactured by Mission, Fernco or approved equal.

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

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

SECTION 210 – PAINT AND PROTECTIVE COATINGS

ADD: 210-6 Anti-graffiti Coating. Anti-graffiti coating shall be as manufactured by Monopole,

Inc. (or approved equal).

Materials shall be applied as specified below:

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

SECTION 216 – DETECTABLE WARNING TILES

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

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

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

SECTION 801 – WATER POLLUTION CONTROL

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

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

801-9.3 BMP Requirements. To the City Supplement, ADD the following:

c) WTAP shall be required when the Project exceeds the Maximum Disturbed Area Requirements unless the grading Work is performed in phases that do not exceed the limit shown on the Plans per phase.

SECTION 807 – RESOURCE DISCOVERIES

ADD: 807-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Del Mar Trails Park Improvements, Project WBS S-11016, as referenced in the Contract Appendix. The Contractor shall comply with all requirements of the Notice of Exemption as set forth in Contract Appendix.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDIX A

Notice of Exemption

NOTICE OF EXEMPTION

(Check one or both)

TO:

X RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422 OFFICE OF PLANNING AND RESEARCH 1400 TENTH STREET, ROOM 121 SACRAMENTO, CA 95814 FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

PROJECT NO.: WBS # S-11016 PROJECT TITLE: DEL MAR TRAILS PARK-UPGRADES

<u>PROJECT LOCATION-SPECIFIC:</u> The project is located at 4559 Del Mar Trails Road within the Carmel Valley Community Planning Area.

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

<u>DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT</u>: The project would provide for upgrades and improvements to the children's play area and path of travel within the park to comply with state and federal safety and accessibility guidelines. The play area lies on approximately 3'-14' feet of cut soil. The project would include footings for play area equipment that would be no bigger than 5 inches. The project site is located at 4559 Del Mar Trails Road in the Carmel Valley Community Planning Area. APN: 3073316700.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, E&CP Dept/Todd Schmit

600 B Street, Suite 800 (MS 908A) San Diego, CA 92101 619 533-4640

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
- () DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- () EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c)
- (X) CATEGORICAL EXEMPTION: 15301(A) (EXISTING FACILITIES)
- () STATUTORY EXEMPTIONS:

<u>REASONS WHY PROJECT IS EXEMPT</u>: The City of San Diego conducted an Initial Study which determined that since the project would impact an area that has already been disturbed and would not expand the footprint of the existing area, the action would not result in impacts to any resources. Furthermore, the project qualifies for State CEQA Guideline § 15301, "Existing Facilities" and does not trigger any of the exceptions to categorical exemptions found in State CEQA Guideline § 15300.2

LEAD AGENCY CONTACT PERSON: JEAN CAMERON

<u>TELEPHONE:</u> (619) 446-5379

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 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

TEAN CAMERON/SENIOR PLANNER CHECK ONE: (X) SIGNED BY LEAD AGENCY MAY 19, 2011_____

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Appendix A Notice of Exemption Attachment C Del Mar Trails Park Play Area Upgrades Design-Build Contract

APPENDIX B

Fire Hydrant Meter Program

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

1. PURPOSE

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

2. AUTHORITY

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

Reference

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

3. DEFINITIONS

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

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FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4. POLICY

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

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- 2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
- All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
- All meters shall be read by the Water Department, Meter Section (see Section 4.7).
- 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.
- All private fire hydrant meters shall have backflow devices attached when installed.
- The customer must maintain and repair their own private meters and private backflows.
- The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
- When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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PROGRAM)	SUPERSEDES DI 55.27	DATED April 21, 2000

- 11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any reinstallation.
- The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
- 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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FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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:
 - 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.
 - 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 90F 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	PAGE 100F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

^{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

- 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

	ion For Fire	(EXHIBIT A)	For NS Rector	Office Use Only	凝
Hydrant			Dale		靈
Department . METER	SHOP 619 527 744	9 Application D	Bogu	ested Install Date:	
Coninito Challes + San Diego, California 92105-509	FAX 619 527 312	5 Application L	ale: nequi	sieu instali Date;	1
ire Hydrant Location: (Attach deta		nap location or co	nstruction drawing	g.)	-
			• • •		- 1
pecific Use of Water:					-
ny return to Sewer or Storm Drain,	if so, explain:	×			-
	• • • • • • • • •				
stimated Duration of Meter Use:	·	4.4			- 1
the second s			Check	Box If Reclaimed Wate	r
Company Information					
Company Name: .				~	_
Mailing Address	10:		10		
City:	State:	Zip Code:	Phone: ()	
Business License #:		*Contractor Lice			
A copy of the Contractor's License and/	or Business Lloense is requi	red at the time of me	ler Issuance.		
Name and Title of Agent:			Phone: () .	
Site Contact Name and Title:			Phone: (い、認識調合資素	
	The second second second	MAN TRANK	- Cell : (1 小学家和国家的情况。	1.
Responsible Party Name:	A STATE OF A	and the Same Prove	Title:		
Social Security or Cal ID #:			Phone: ()	
					-
Signature:		18C	Date:		
Guarantees payment of all charges resulting from	the use of this meter. Insures that e	imployees of this organiza	ion understand the prop	er use of Fire Hydrant Meter.	
Fire Hydrant Mete	r Removal Ru	tinet		.3	-
- Ine Hyurani mere	i nemoval ne				
Check Box to Request Rem		Request	ed Removal Date:		
Provide current Meter location if di	fferent from above:				
Signature:	11.1 A	Title:		Date:	
Phone: ()		Pager: ()			
mone. ()	1.0	rager. ()			
	the second s	lice Use Only	ant crories and	G	
	Mater		目,如注意	1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、	
CIS Account #:	物的。自然问题	leposit Amount: \$	1. A.	s Amounti (\$	- 2
Meter Serial #:		leter Size:	· 法和"第二人员	自然的影響影響的多大的	部で
Backflow #		ackflow Size:	Meter Make & S		
Name:	S CANAS S	Signature:		Date:	
	,108.45 - FOR 24 1	HR INSTALLATI HR INSTALLATI		FHM App Created: 11/2	2/00-

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÷.

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

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

"Exhibit C"

Date

Name of Responsible Party Company Name and address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter #______, located at <u>(Meter location address)</u> ends in 60 days and will be removed on or after <u>(Date authorization expires)</u>. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

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

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

Sincerely,

City of San Diego Water Department

Fire Hydra	nt Meter	(EXHIBIT D)
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Relocate/Removal Request

For Office Use Only
NS Rec FHM Fac #
Date By 2

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

Requested Move Date:

Meter Information

n Diego

Billing Account #:

City of Se

Date:

Current Fire Hydrant Meter Location:

New Meter Location: (Attach a detailed map, Thomas Bros map location or construction drawing.)

Company Information

Company Name:				
Mailing Address				
City:	State:	Zip Code:	Phone: ()	
Name and Title of Requestor:			Phone: ()	
Site Contact Name and Title			Phone: ()	1 - A Contraction
Pager #	SUN HIS DIG SHA		Cell = ()	
Responsible Party Name auth	orizing relocation fee:	和社会到法律师问题	的分子中的同时分析的	
Signature:	Title:	-	Date:	
Provide current Meter location	Removal of Above Meter if different from above:	Title:		Date:
				Louis.
Phone: ()		Pager: ())	
CIS Account #:	For	Office Use Only Fees Amount: \$		
Moter Serial ≱:		Size:	Make/Style	
Backflow #:		Size:	Make/Style	
Name:	如何问题	Signature:		Date:
FHM Relocate_Removal Form			FH	M App Created: 11/2/00-h

APPENDIX C

Sample City Invoice

And in case of the local division of the loc	City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:				
Project						Contract	or's Addre	45)			
Work (order No or Job Order No.										
	rchase Order No.					Contract	or's Phone	*		Invoice No.	
Resides	at Engineer (RE):					Contract	or's Fax #:			Invaice Date:	
RE Phe		RE Fart				Contact 1	Same		Billing Pr	ried	
	2	AND A RATE	Contra	et Authorizati	100		Estimate	This E	timate	Tetals	to Date
Item #	Item Description	Unit	Qey	Price	Extension	SHOTY	Amenat	N/OTV	Amount	%/QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
_	45" Primary Steel Caung	1.8	500	\$1,000.00							
	2 Parallel 12" Secondary Steel	1.7	1.120	\$53.00	\$59,360.00	-			-		
	the second s	1	1.1						-	2	
4	Construction and Rohab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00	-			-		
	Install 6' High Chain Link Fence	1.5	1	\$5,600.00	\$3,600.00	-					
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00				-		
5	10" Genvity Sawar	1.5	10	\$292.00	\$2,920.00	1					
_	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00	-					
	Bends	LS	1	\$16.000.00	\$16,000.00	1					
	Field Orders	AL	1	\$0,000	\$50,000.00	1					
11.1	Field Order 1	1.5	5,500	\$1.00	\$5,500.00	_	_		-		-
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00	-			-		-
11.3	Field Order 3	LS	10.000	\$1.00	\$10,000,00	-					
11.4	Field Order 4	1.5	6,500	\$1.00	\$6,500.00	-	-				
	Certified Payroll	1.5	0,200	\$1,400,00		-	-	<u> </u>	-		
12		10		\$1,400.06	\$1,400.00	-				-	-
-	CHANGE ORDERS					-			-		
	Order 1	4,890		-		_			-		
Item: 1	-4 Deduct Bid Item 3	LF	129		\$11,250,00	-	-		-		
		-	179	-\$53.00	(\$6,360.00)	-	-		-		
	Order 2	160,450	3 2	-					-		
Item: 1	-J Deduct Bid Item 1	LF	200	-\$340.00	\$95,000,00	-		-	-	-	
	Encrease bid Item 9	1.7	380	-5340.00	(\$12,920.00) \$78,400.00	-	-		-		
-	Order 3 (Close Out)	-121,500		39,500.00	\$/2,400,00	-					-
	Deduct Bid Item 3	-121,200	53	500.04	(\$26,500.00)	-			-		
	Deduct Bid Item 4	LS	-1		(\$45,000.00)	-	-		-		
Liems 3			1	and the second se	(\$50,500.00)	-		-	-		
					10-10-00-00-00-00-00-00-00-00-00-00-00-0			Total			
3	SUMMARY							This	5 -	Total Billed	\$0.00
A Driv	inal Contract Amount	10 - D					Rei	ention and	diar Evera	w Payment Sche	dule
	roved Change Order 1 Thru 3		1	-	3	-					
	l Authorized Amount (A+B)	-		-	-	Total Retention Required as of this billing Previous Retention Withheld in PO or in Escrew					
_	and an		-			-					
	d Billed to Date		3	-		S - 2				ransfer in Escrew	r,
-	Total Retention (3% of D)						Amt to Re	dease to Co	atractor 5	am PO Escour.	
-	Total Previous Payments	8	3 J.	5	2	31.11					
	neut Due Less Retention					Contract	or Signatu	re and Da	le:		
10 2	mining Authorized Amount		1		1	2 1 1	100000				

ATTACHMENT D

CONTRACT FRONT END VOLUME 2

City of San Diego

CONTRACTOR'S NAME: Zasueta Contracting, Inc. ADDRESS: PO BOX 866, Spring Valley CA. 91976 TELEPHONE NO.: (619) 589-0609 FAX NO.: (619) 697-6031 CITY CONTACT: Ana Del Rincon, 600 B Street Suite 800 MS 908A, San Diego, CA 92101 Email: ADelRincon@sandiego.gov; Phone: (619) 533-7412; Fax; (619) 533-5176 NB/LJI/CG

CONTRACT DOCUMENTS



FOR

DEL MAR TRAILS PARK PLAY AREA UPGRADES DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

BID NO.:	K-12-5546-DB1-2
RFP NO.:	5546
SAP NO. (WBS/IO/CC):	S-11016
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

> THIS IS A CARMEL VALLEY FBA FUNDED CONTRACT.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

SCRIPTION	PAGE NUMBER
Bid/Proposal	
Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	
Contractors Certification of Pending Actions	
Equal Benefits Ordinance Certification of Compliance	
Price Proposal Forms (Design Build)	
Form AA05 – Design-Build List of Subcontractors	
Form AA15 - Design-Build List of Subcontractors	
Form AA25 - Design-Build Named Equipment/Material Supplier List	
Form AA30 - Design-Build Named Equipment/Material Supplier List	
Form AA50 - Subcontractors Past Participation List	
Form AA55 - Suppliers Past Participation List	
	Bid/Proposal

(3) Signature (Note: Signature must be made by a general partner)
Full Name and Character of partner $A \neq A$
\underline{N}
(4) Place of Business (Street & Number)
(5) City and State Zip Code
(6) Telephone No / V / / Facsimile No
IF A CORPORATION, SIGN HERE:
(1) Name under which business is conducted Zasueta Contracting, In
(2) Signature, with official title of officer authorized to sign for the corporation:
ah At
(Signature)
Andrew Zasueta
(Printed Name)
President
(Title of Officer)
(Impress Corporate Seal Here)
(3) Incorporated under the laws of the State of <u>California</u>
(4) Place of Business (Street & Number) <u>3956 Helix Lane</u>
(5) City and State <u>Spring Valley</u> , CA. Zip Code <u>91977</u>
(6) Telephone No. <u>(619) 589 - 0609</u> Facsimile No. <u>(619) 697 - 6031</u>
THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:
In accordance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:
LICENSE CLASSIFICATION A, B, CG1/D34
LICENSE NO. 746555 EXPIRES March 31, 2014
This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.
TAX IDENTIFICATION NUMBER (TIN):
E-Mail Address: <u>azplaygrounds @ Cox. net</u>
Proposal Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Invitation to Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted <u>N/A</u>
(2) Signature (Given and surname) of proprietor M/A
(3) Place of Business (Street & Number)
(4) City and State Zip Code
(5) Telephone No Facsimile No
<u>IF A PARTNERSHIP, SIGN HERE</u> :
(1) Name under which business is conducted
(2) Name of each member of partnership [indicate character of each partner, general or special (limited):
Proposal 96 Page
Attachment D

Del Mar Trails Park Play Area Upgrades Design-Build Contract

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.

Title Andrew Zasueta, President Signature_

DRE ME, THIS 15th DAY OF May ,2012 San Diego, State of California 15+1 SUBSCRIBED AND SWORN TO BEFORE ME, THIS ____ Notary Public in and for the County of $\underline{\ }$ Notary Hublic (NOTARIAL SEAL)

see attached California JURAT with Adiant Statement.

Proposal Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

<section-header>

 CALIFORNIA JURA TORTH AFFANT STATEMENT

 See Attached Document (Notary to cross out lines 1–6 below)

 See Statement Below (Lines 1–6 to be completed only by document signers), not Notary)

 CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202** © 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) ltem #5910

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

State of California SS. County of San Diean

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

_____, being first duly sworn, deposes and

_day of May ,2012 Subscribed and sworn to before me this

(SEAL)

Non-collusion Affidavit Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

See Attached Document (Notary to cros		ot Notary)
1		form weater with small should read through the
2	مالك الاله كالي كاله الله المال م	
3		1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -
4		and a source and a source and a source and a
5		
6	Signature of Document Signer No. 2 (if	f anv)
State of California	Subscribed and sworn to (or affirme	
County of San Diego		
	on this 15 ⁴⁹ day of <u>May</u> by (1) <u>And rew Zasueta</u> , <u>Pra</u> Name of Signer	<u>sident</u> ,
CAROL WRIGHT Commission # 1910171 Notary Public - California San Diego County My Comm. Expires Nov 20, 2014	proved to me on the basis of satisfac to be the person who appeared bef (and (2)	
	Name of Signer	······································
	proved to me on the basis of satisfac to be the person who appeared	
Place Notary Seal Above	Signature	blic
OI		GHT THUMBPRINT
Though the Information below is not required by law, to persons relying on the document and could preve and reattachment of this form to another o	It may prove valuable Top of thumb here To t fraudulent removal	OF SIGNER #2 op of thumb here
Further Description of Any Attached Docum		
Title or Type of Document: Non-Collusion A Document Date: 15th May 2012 Nun	iber of Pages: _/	
Signer(s) Other Than Named Above:	e	

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

· · · *

ltem #5910

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

The undersigned certifies that within the past ten years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

	NA
	·
	· · ·
Contractor Nan	ne Zasueta Contracting, Inc.
Certified By	Andrew Zasueta Title President
	ne Zasueta Contracting, Inc. Andrew Zasueta Title President Many Date 5/15/12
	USE ADDITIONAL FORMS AS NECESSARY

Contractors Certification of Pending Actions Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact: CITY OF SAN DIEGO EQUAL BENEFITS PROGRAM 202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Zasueta Contracting, Inc. Contact Name: Andrews Zasueta Company Address: PO Box 866 Contact Phone: (619) 589-0609 Sociona Kalley, OA 91976 Contact Email: 070/04/0504 and 50

Spring Valley, CA. 91974

azplaygrounds@cox.net

Contract Title: Del Mar Trails Park Play Area Upgrades Start Date: Contract Number (if no number, state location): Bid # K-12-5546-DB1-2 End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.

M

Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

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

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

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

Andrew 2	Zasueta , Pres	ident	ah ff	andenice (1997) 2-	
h	Name/Title of Signatory		Signature	<u>)</u>	
		FOR OFFICIAL CITY US		rgensfill samter fillberekt is representer i de terrerer period	
Receipt Date:	EBO Analyst:	Approved	Not Approved –	Reason:	

rev 02/15/2011

101 | Page

Equal Benefits Ordinance Certification of Compliance Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

Design-Build Proposal

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

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

Dated:	5/15/12	
Design-Builde	Tr. Zasueta Contracting, Inc.	
By:	(Signature)	
Title: An	drew Zasueta, President	

Design-Build Proposal Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

PRICE PROPOSAL FORMS

The Bidder agrees to the design and construction of **DEL MAR TRAILS PARK PLAY AREA UPGRADES DESIGN-BUILD CONTRACT**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for Federally Funded Contracts and Contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension	
	BASE BID							
1	237990	Bonds (Payment and Performance)	1		LS		\$ 6,150.00	
2	541330	Engineering and Design Services	1	D	LS		\$ 19,135.00	
3	237990	Field Construction	1		LS		\$357,550.00	
4	541330	Storm Water Pollution Prevention	1 .		LS		\$ 2,165.00	
5	237990	City Contingency	1		AL		\$25,000	
	TOTAL BASE BID (ITEMS NO 1 THROUGH 5 INCLUSIVE):							

* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 5, inclusive) amount written in words:

Four hundred ten thousand \$ 00/100 Design-Builder: Zasueta Contracting, Inc. Title: Andrew Zasueta, President and " _____ Signature:

Price Proposal Forms Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

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

Zasueta Contracting, Inc. – Andrew Zasueta – President/Manager Kori Zasueta – Secretary/Treasurer

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

NOTES:

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>ProDek</u> , <u>Inc</u> . Address: <u>4530 Brazil St. #2</u> City: <u>LOS Angeles</u> State: <u>CA</u> Zip: <u>90039</u> Phone: <u>(818) 502 - 2111</u>	Constructor	Rubber Surfacing	38,106.00			
Vame: <u>Schmidt Design Group</u> Address: <u>2655 Fourth Ave.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92103</u> Phone: <u>(619) 236-14</u> 62	Designer	Architect	14,000.00			
Name: Address: City: State: Zip: Phone:						
As appropriate, Design-Builder shall identify Certified Minority Business Enterprise Certified Disadvantaged Business Enterpris Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Bu	e I G S	ABE Certif DBE Certif DBE Certif DBE Certif SLBE Small	clude a valid proof of ce ied Woman Business En ied Disabled Veteran Bu ied Emerging Local Bus Disadvantaged Business Zone Business	terprise Isiness Enterprise iness Enterprise	E, SLBE and ELB	E): WBE DVBE ELBE SDB HUBZone
As appropriate, Design-Builder shall indicate City of San Diego California Public Utilities Commission State of California's Department of Genera State of California	((I Services	CITY State CPUC San E CADoGS City of	of California Departmen Viego Regional Minority of Los Angeles Small Business Administ	Supplier Diversity Counc	il	CALTRANS SRMSDC LA SBA

Form Title:DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLYForm Number:AA05Attachment D

Del Mar Trails Park Play Area Upgrades Design-Build Contract

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ©
Name: <u>Dave Bang Assoc</u> , Inc. Address: <u>PO BOX 1088</u> City: <u>TUSTin</u> State: <u>CA</u> Zip: <u>92781</u> Phone: <u>(2005)</u> (2019-2583	Supplies	145,000.00	Yes	No		
Name:						
City: State: Zip: Phone:						
Name: Address:						
City: State: Zip: Phone:						

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

	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
Ø	As appropriate, Design-Builder shall indicate if Vendor/Supplie	er 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 De ELBE)	•	percentages if the D	esign-Builder fails to submit the required proof of certification (exc	ept for OBE, SLBE and
Form	Title: DESIGN-BUILD NAMED EQUIPMENT/MATERL	AL SUPPLIER LIST	TO BE INCLUDED IN THE PRICE PROPOSAL ONLY	(Rev. June 2011)
Form 1	Number: AA25			

Attachment D

Del Mar Trails Park Play Area Upgrades Design-Build Contract

City of San Diego

ADDENDUM "1"



REQUEST FOR PROPOSAL (RFP)

DEL MAR TRAILS PARK PLAY AREA UPGRADES DESIGN-BUILD CONTRACT

BID NO.:	K-12-5546-DB1-2
RFP NO.:	5546
SAP NO. (WBS/IO/CC):	S-11016
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB

REQUEST FOR PROPOSAL (RFP) DUE:

12:00 Noon MAY 16, 2012 CITY OF SAN DIEGO Public Works Contracting Group 1200 Third Avenue, Suite 200, MS 56P San Diego, CA 92101

CHANGES TO CONTRACT DOCUMENTS

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

A. <u>CHANGES TO THE REQUEST FOR PROPOSALS</u>

- A.1 To the RFP ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, Section 1.0, Project Description, Reference Documents, page 13, Item b, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - b) To the City of San Diego Consultant's Guide to Park Design and Development, available on line at <u>http://www.sandiego.gov/park-and-recreation/general-info/consultantguide.shtml</u>

To "The City of San Diego Consultant's Guide to Park Design and Development", edition November 2011, Appendices, Appendix E "Approved Manufacturers and Products List", E. PLAY EQUIPMENT, 2. Play Equipment, page E-7,

ADD the following:

- PLAY & PARK STRUCTURES
- PLAYCRAFT SYSTEMS
- PLAYWORLD

Tony Heinrichs, Director Public Works Department

Dated: May 1, 2012 San Diego, California

TH/cg/nb/lji

DEL MAR TRAILS PARK Technical Proposal - CONFIDENTIAL



ORIGINAL

Del Mar Trails Park Play Area Upgrades Design-Build Contract

BID NO: K-12-5546-DB1-2 RFP NO: 5546 BID DATE: May 16, 2012 Time: 12:00pm

Zasueta Contracting, inc. dave b ang assoc., inc.

IDENTIFICATION OF THE DESIGN-BUILDER

- A. Zasueta Contracting, Inc.
- B. Corporation
- C. N/A

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- D. 3956 Helix Lane, Spring Valley, CA 91977
- E. 13 years
- F. 8 employees
- G. City of SD Business License #B1994001437

Zasueta Contracting, Inc - CA Contractors License #746555, exp.3/31/12,

Class A,B,C61/D34

Schmidt Design, Jeff Justus – Registered Landscape Architect CA#4028

H. Contact: Andrew Zasueta, President - (619)843-4048

3956 Helix Lane, Spring Valley, CA 91977

Del Mar Trails Park Play Area Upgrades Design-Build Contract

BID NO: K-12-5546-DB1-2 RFP NO: 5546 BID DATE: May 16, 2012

Addenda to this RFP

We have acknowledged Addendum #1

Del Mar Trails Park Play Area Upgrades Design-Build Contract

BID NO: K-12-5546-DB1-2 RFP NO: 5546 BID DATE: May 16, 2012

Exceptions to this RFP

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(_) (_) No Exceptions have been taken

DEL MAR TRAILS PARK

EXECUTIVE SUMMARY:

In this park we are utilizing the existing play area. We have incorporated a "<u>Nature</u> <u>Theme</u>" within the overall design. We've integrated thematic nature elements into virtually every activity, creating a complete make-believe wilderness for kids to play in.

The **2-5 play area** has a composite play structure with a Nature Theme, multiple slides, multiple climbers, activity panels and under deck play events. We have also included a large roof for additional shade along with Tree Toppers to facilitate the nature theme. There's also free-standing music panels and a arch swing with (2) bucket seats. There's a total of 16 active play events which will accommodate 43+ users.

The **5-12 play area** has a composite play structure with a Nature Theme, multiple slides, multiple climbers, activity panels, under deck play events, overhead activities and climbing walls. We have also included two large roofs for additional shade along Tree Toppers to facilitate the nature theme. There's also a Ridge Boulder, Stumps and Rock Log to tie the nature theme all together. We have also included an arch swing with (2) belt seats. There's a total of 33 active play events which will accommodate 110+ users.

(Continued on following page...)

1-800-669-2585

Zasueta Contracting, Inc.

dave bang associates, inc.

DEL MAR TRAILS PARK

EXECUTIVE SUMMARY Continued...

The entire play area meets or exceeds current ADA standards.

The play area is covered with 3,029sf of poured-in-place rubber surfacing over a concrete base. The remaining area will be covered with 2,296sf of new sand.

We have incorporated Mandated risk-management signs will be incorporated in the play areas.

Scope of work consists of the following...

Storm Water Requirements:

 A Water Pollution Control Plan, including development and implementation will be included in the project

Play Area Upgrades (refer to drawings for locations and square footages):

- Remove and dispose existing playground sand
- Remove and dispose of existing play equipment
- Install new 2-5 years old play structure; we have maximized the number of play components within the play area. The 2-5 play equipment has 16 play events and 43+ users
- Install new 5-12 years old play structure; we have maximized the number of play components within the play area. The 5-12 play equipment has 33 play events and 110+ users.
- Install new surfacing in play area: Sand and Poured-In-Place rubberized surfacing throughout. All new surfacing, including new concrete base, filter fabric and drainage to be a minimum of 12" deep. We will connect new drainage system to existing
- Installation of approximately 3,029sf of poured-in-place rubber surfacing to provide access, new filter fabric, new concrete base for rubber surfacing and approximately 2,296sf of new sand to a minimum depth of 12"
- Installation of drainage components in play area as necessary.
- Provide a report and certification by an independent Playground Safety Inspector that the installed play equipment and surfacing is compliant with all applicable codes and standards of the National Playground Safety Institute

Accessibility Upgrades (refer to drawings for locations and square footages):

- Remove and replace existing curb ramp at the intersection of Del Mar Trails and Mona Lisa to provide and accessible route to the tot lot
- Remove and replace existing walkway as necessary to provide an accessible route to the tot lot.
- Remove and replace some section of the existing walkway around the play area due to their exceeding 2% slope in order to make the entire path ADA accessible.
- Remove and replace existing drinking fountain and pad with Hi-Lo type per current standard drawing.
- Remove and replace (1) concrete picnic table with (1) accessible table at specified location to comply with ADA.
- Remove and replace (2) existing concrete benches with new concrete ADA benches.
- Install new ADA blue curb marking and signage per current standard drawing.
- Install a trash receptacle close to the accessible table.
- Install a BBQ grill close to the accessible table.
- Provide directional signage at both entrances
- Make all necessary repairs and adjustments to existing irrigation system and plantings that are disturbed as a result of construction activities.
- We will provide construction fencing for duration of project.

(Continued on following page...)

1-800-669-2585

dave bang associates, inc.

Zasueta Contracting, Inc.

DEL MAR TRAILS PARK

EXECUTIVE SUMMARY Continued...

The site was visited. The activities of the kids were observed and the area was specially designed to best meet the needs of the users. The type of play components and surroundings were selected to meet the physical and emotional developmental levels of the users.

All contractor's involved in the project possesses a valid California State Contracting License and are factory certified by the manufacturer.

Companies involved have experience in designing, managing and executing projects like yours, on time and within budget.

We have the infrastructure in terms of storage facilities, equipment, financial capabilities and labor to execute large and small projects without the need to subcontract, providing the ultimate quality and scheduling control.

The use of recycled products has been maximized. The play equipment is made from a large percent of post-consumer and secondary consumer materials. The surfacing is almost entirely manufactured from post-consumer material.

All individuals involved in the design and layout of the play areas, including local and factory representatives, have successfully passed all testing performed by the NRPA and have been granted certification by NPSI.

All State and Federal safety and ADA accessibility requirements have been meet. Equipment and components have been tested by a third party and meet ASTM 1487 and CPSC Publication #325 criteria. IPEMA certification has been granted.

All warranty requirements have been met with full details contained within proposal.

Dave Bang Associates, Inc. carries a full \$3,000,000 of liability insurance in addition our manufacturers posses high levels of insurance.

As mandated by State Regulations, maintenance and inspection instructions, including comprehensive forms and record-keeping materials will be supplied to assure the longevity and safety of the play areas.

1-800-669-2585

dave bang associates, inc. Zasueta Contracting, Inc.

PROJECT TEAM:

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Following are the companies associated with the project

Licensed Architect Schmidt Design Group

<u>General Contractor</u> Zasueta Contracting

<u>Playground Equipment</u> Manufacturer = Playworld Systems Local Distributor = Dave Bang Associates

<u>Rubber Surfacing Manufacturer / Installer</u> ProDek, Inc.

Playground Inspector Safeplay by Design, Inc.

see attached company info / qualifications for each company

PROJECT TEAM:

LICENSED ARCHITECT

Schmidt Design Group, Inc. Attn: Jeff Justus 2655 Fourth Avenue San Diego, CA 92103 http://www.schmidtdesign.com/

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see attached company info / qualifications

ABOUT THE FIRM



SCHMIDT DESIGN GROUP, INC.

About The Firm

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

Experience in the Public Sector

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

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

Additional Areas of Expertise

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

SCHMIDT DESIGN GROUP, INC. San Diego CA (619) 236-1462 • Sacramento CA (916) 531-2914 • www.schmidtdesign.com

PARK RENOVATION EXPERIENCE

Children's Park, San Diego, CA

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

Colina Del Sol Neighborhood Park, San Diego, CA

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

Via Del Norte Park, San Diego, CA

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

Ocean Beach Playground, San Diego, CA

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

Roadrunner Neighborhood Park, San Diego, CA

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



Children's Park



Colina Del Sol Neighborhood Park



Via Del Norte Park



Ocean Beach Playground



Roadrunner Park 2-5 Play Equipment

Penasquitos Creek Park, San Diego, CA

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

Rancho Jurupa Park, Riverside, CA

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

Kate Sessions Park, San Diego, CA

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

Garden Road Park, Poway, CA

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

Westside Park Playground, Escondido, CA

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

Other Selected Projects

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



Peñasquitos Creek Park (5-12 Structure)



Rancho Jurupa Park



Garden Road Park



Westside Park

NEW PARK DESIGN EXPERIENCE

Views West Park, San Diego, CA

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

Pacific Breezes Community Park, San Diego, CA

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

Ocean Air Park, San Diego, CA

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

Mount San Miguel Community Park, San Diego, CA

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

Camino Ruiz Park, San Diego, CA

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



Views West Park



Pacific Breezes Park



Ocean Air Park



Mt. San Miguel Park



Camino Ruiz Park

SCHMIDT DESIGN GROUP, INC.

JEFF JUSTUS, RLA, ASLA Senior Associate and Head of Production

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

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

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

APPOINTMENTS

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

PARK PROJECT EXAMPLES:

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



PROFESSIONAL LICENSE

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

EDUCATION

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

PROFESSIONAL AFFILIATION

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



Views West Park

SCHMIDT DESIGN GROUP, INC.

NATE MAGNUSSON, ASLA, LEED AP

Project Manager

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

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

PROJECT EXPERIENCE (PARTIAL LIST)

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



EDUCATION

Bachelor of Science in Landscape Architecture Arizona State University, 2005

ACCREDITATION LEED AP, 2009



Lake Skinner Recreation Area

FIRM PROFILE

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Childs Mascari Warner Architects is a boutique architecture studio focusing on planning and design. As a boutique firm, we provide a unique, custom experience for our clients. We go the extra mile to understand client needs and values, and to provide a high level of service backed by seasoned staff. We are relationship based; focusing on providing you increased value, reduced risk and optimal performance.

So does this belief make us different from other firms? We think it does. By understanding your business, we understand how the right planning and design decisions can favorably impact your project. Building on our many years of design experience, and a methodology that relies on observations and data, we strive to create environments that are efficient, while at the same time enriching.



Mission

Our commitment is to achieve our clients' aspirations through collaboration, unwavering integrity and excellence in design.

Vision

To create places that enrich peoples lives.

Values

Integrity - Trust - Respect - Excellence -Collaboration - Equality Further, we partner with our clients, building relationships founded on integrity. That means we do what we say we are going to do. As a demonstration of that trust, some of our relationships exceed twenty years.

And we pay attention to the details. That includes the coordination of drawings, early resolution of issues and anticipating "what's next." One client said that, "This is the first architectural firm that actually pushed me."

Childs Mascari Warner Architects is a thirty-person design studio specializing in commercial and healthcare architecture with offices in San Diego and San Francisco ready to serve your needs.

AREAS OF SPECIALTY

We are recognized for creating leading edge planning and design solutions for a variety of project types including recreational, commercial, retail, office, mixed use, and healthcare.

Services Offered

We provide a full range of professional services, including:

- Programming
- Master Planning
- Site Selection and Planning
- Land Use Entitlements
- Feasibility Studies
- Facility Planning
- Design

www.childsmascariwarner.com

San Diego Office 1717 Kettner Blvd., Suite 100 San Diego, California 92101

P: (619) 814-0080 F: (619) 814-0081 San Francisco Office 251 Post St., Suite 510 San Francisco, California 94108 P: (415) 992-4455 F: (415) 992-4456

CHILDS MASCARI WARNER **d** en c t s

Scripps Ranch Swim and Racquet Club

San Diego, California

Project Highlights

• 6.5 Acre Site Area

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- 3,040 SF New Fitness/Multi-Purpose Building
- 1,860 SF New Locker / Pool House
- New playground area
- Added pedestrian circulation element
- Cohesive design with existing club campus
- Upgraded color theme for entire club

Childs Mascari Warner Architects designed the Scripps Ranch Swim and Racquet Club to incorporate architectural themes displayed throughout the Scripps Ranch neighborhood and blend with the existing club. Guests enjoy new features such as a playground area, a fitness/multi-purpose building, and locker / pool house.







Davis / Grossmont Family YMCA

La Mesa, California

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Project Highlights

- 51,000 SF building
- Youth Center and Play Yard
- Gymnasium with basketball (multi-purpose/multi-courts auditorium)
- Skateboard park
- Speed Soccer/Hockey Arena
- Pool and Lockers
- New Lobby/Control point
- Administrative work area
- Aerobics and Weight Training
- Cardiovascular Center

Working from an architectural space program prepared by YMCA staff, Childs Mascari Warner Architects developed concept diagrams, conceptual master plans and a vignette design sketch for the Davis / Grossmont Family YMCA. The master plan is designed to better serve the youth and community of La Mesa by creating a new architectural image for the facility. Working with the existing topography and park layout, the new design provided an enhanced entrance and drop-off identity, a central control point, and improved access to the freeway ramp. The plan also allows for future expansion.





Monterey Heights Sports Complex Skate Park Building

Lemon Grove, California

Project Highlights

- 1,700 square foot building
- Restrooms

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- Meeting rooms
- Storage
- Skate park office and check point with
- Adjacent skate park storage
- Skateboard park

The Skate Park building in the Monterey Heights Sports Complex acts as an auxiliary building to the skate park as well as housing for meeting rooms to serve the complex. The design for this building draws on the history of Lemon Grove by referencing agricultural buildings in its vocabulary. Elements include: a bay window in the meeting room and porch to provide a covered waiting area. The building's geometric shape and configuration were derived to create a small public space in front of the buildings, as well as draw people into the buildings and into the skate park.







EDUCATION Bachelor of Architecture Cal Poly San Luis Obispo, 1977

REGISTRATION

Registered Architect - CA #C13760 (1983)

Gary Potter, AIA Project Manager

As a senior project manager with 30 years of experience in San Diego, Gary Potter has had vast experience in all areas of the architectural discipline. Gary's responsibilities have included project coordination, preparation of construction documents, discretionary permit submittals, and construction administration for a wide range of architectural projects.

Gary's technical proficiency and dedication to accurate drawings are the primary reason he is well respected in the contracting community. Clients and contractors recognize and appreciate his attention to detail and thoroughness, as well as hands-on involvement throughout the design and construction process. Gary is a strong proponent of value-added design, and will focus on the client's requirements and budget to make the project a reality from the very start.

RELEVANT PROJECT EXPERIENCE

Bressi Ranch Park and Commercial Center Carlsbad, Calfornia

La Jolla Beach and Tennis Club* Remodel included seven beach front guestrooms, tennis shop, health club, and locker rooms - 15,000 SF La Jolla, California

Department of Veterans Affairs Research Center - 18,360 SF Sausalito, California

BAE Systems

LEED Silver Certified 3-Story Office/ Engineering Facility Tenant Improvements to Computer Research Center with Labs and Server Rooms - 85,000 SF San Diego, California

El Centro Regional Medical Center New 10,646 SF OSHPD 3 Outpatient Clinic, including 20 exam rooms El Centro, California

BAE Systems*

6-Story Steel Frame Office/Engineering Facility and 5-Story Parking Structure with Full Tenant Improvements - 213,000 SF Rancho Bernardo, California

Sharp Chula Vista Medical Center MOB Addition and Cancer Center Feasibility Study Chula Vista, California

The Pieri Company - Third Avenue Plaza Building*

3-story multi-tenant professional and medical office building with built-out lobby and restroom cores - 42,000 SF Chula Vista, California

Pauls Corporation - Rancho Bernardo Heights Corporate Center* 2- and 3-story concrete tilt-up, multitenant office buildings with built-out lobbies and restroom cores - 116,100 SF Rancho Bernardo, California

* Relevant experience prior to Childs Mascari Warner Architects

Firm Profile

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Harris & Associates, founded in 1974, specializes in serving the professional service needs of public agencies, institutions, and private clients in the Western states. We provide expertise from project conception through occupancy in the following four service areas:

- Engineering services
- Project and construction management
- Program management
- Municipal services

Established as a California corporation in 1977, Harris has a staff of 241 employee-owners including licensed engineers and architects, certified construction managers, and inspectors. We understand that successful project delivery means more than being on time and under budget. Successful projects have to address the concerns of neighbors and users, be sensitive to the environment, and conform to local political realities. By focusing on our clients' needs as our top priority, we have earned an excellent reputation within the industry. Our depth and breadth of skills will assist you in charting the course of your projects.

Engineering Services

Harris' civil engineers specialize in public infrastructure. We are a leader in the use of innovative design technologies including no-dig pipeline rehabilitation, storm water quality solutions, and new pavement technologies. We are currently ranked 33rd in Trenchless Technology magazine's Top 50 Design Firms. Our design services include:

- Streets and highways
- Traffic signals and lighting
- Water, sewer, and storm system master planning
- Water distribution, sanitary sewer, and storm facilities
- Joint trench design
- Trenchless technology solutions
- Building site and park infrastructure
- Storm water management plans, programs, and practices

Experience

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Starridge Neighborhood Park, in the City of Poway

Harris prepared final plans, special provisions, and a construction cost estimate to Gary F. Hoyt Landscape Architect (GFH), for the proposed improvements to the existing Starridge Neighborhood Park.

The intent of the project was to improve the existing Starridge Neighborhood Park, per the Sports Field Study prepared by GFH. The construction cost of this project was approximately \$1.5 million. Elements of the project included:

- Regrading the existing baseball field to move the location of home plate to the southwest end of the park.
- Provided sewer and water services to the restroom/storage building.
- Provided a new parking lot with 65 parking spaces.
- Provided a service roadway to connect the proposed parking lot to the existing parking lot.
- Entire project footprint was subject to SUSMP requirements and a Storm Water Management Plan was required.
- Constructed retaining walls to facilitate the expansion of the infield to 400'; and
- Reviewed ADA compliance of the existing park facilities and constructed any needed improvements.

Blue Sky Ecological Reserve Site Improvements, City of Poway

Harris was responsible for the preparation of conceptual designs, conditional use permits, and PS&E preparation for the new Blue Sky Ecological Reserve site located on seven acres of rolling hills in an undeveloped area adjacent to Espola Road. The project was constructed in two phases due to budget constraints. Phase I included all of the project grading, landscaping, parking lot, bus shelter, storm drain, water line, sewer line, erosion control, and various dry utility stub-outs for Phase II. The Phase II improvements will include the interpretive center building, an



amphitheater, a functioning "bio-filter" water quality system / visitor's exhibit, and an ADA accessible loop trail with special educational exhibits for school children regarding preserving and enhancing the environment.

The parking lot and drainage improvements incorporated special elements such as "fossil filter" inserts in the catch basins to trap oil and debris, and colored rock dust chip seals on the AC surfaces to simulate a natural decomposed granite surface. Phase I and II were graded together to better balance the site earthwork, which included approximately 50,000 CY of cut & 20,000 CY of fill. A temporary retention basin was constructed as part of Phase I in the Phase II grading area to retain concentrated site run-off until Phase II drainage facilities are constructed.



The design was also coordinated with San Diego County Water Authority who had prior rights due to an existing 36" water main through the subject reach and SDG&E, Pacific Bell, and CATV for new utilities to the site. The frontage improvements were designed to minimize impacts to existing street lights, landscaping, irrigation, and horse trail improvements, while addressing sight distance issues, and remaining true to the area's rural feel.

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Orange County Great Park Pedestrian Promenade Enhancements and Parking Lot Expansion, City of Irvine

Harris is developing plans, specifications and estimates for the Promenade Enhancements and Parking Lot Expansion project located at the Great Park in Irvine.

The parking lot expansion is located north of the existing parking lot and will vary from approximately 80' to 180'. The new pedestrian Promenade corridor will be constructed along the westerly side of the existing parking lot in an existing PCC corridor that is presently fenced off from the public due to a lack of sufficient safety lighting.

The improvements will not require extensive grading because the historic PCC runway pavement already exists in these areas. The primary improvements will include re-slurry coating of the AC pavement areas, re-striping and extension of parking stalls and circulation lanes, Promenade and parking lot planter installations (utilizing existing boxed trees from the OC Great Park site), related irrigation improvements, extended/enhanced lighting, bollards and bench seating among other amenities.



Dan Lee, PE - Project Manager

Education: BS, Civil Engineering

Registration: Civil Engineer, CA #38396

Mr. Lee has over 28 years of project management and design experience in the fields of site development, drainage systems, sewer systems, water distribution, roads, streets and highways, paving and grading, flood control and subdivision engineering. Mr. Lee's extensive public works experience includes infrastructure design of transportation and water resource projects. Some of Mr. Lee's most notable projects include the design of five miles of sewer trunk main for the MTDB Eastline Trolley, infrastructure design for Horton Plaza Shopping Center, grading and drainage improvements for the San Diego Sail Bay Beach Redevelopment project, MCRD Housing Facilities including base sewer, water, storm drain and streets; design of two miles of water transmission mains for the City of San Diego; the design of day-use parking, storm drain, sewer, water, a major arterial widening for Ponto Beach State Park; and, the widening of Palomar Airport Road for the City of Carlsbad.

State of California Park and Recreation Department, South Carlsbad State Beach. This project involved the upgrading of the South Carlsbad State Beach including conceptual grading studies and preparation of public improvement plans for the Highway 101. Mr. Lee prepared the drainage area study storm drain construction drawings for five acres in South Carlsbad State Park owned by the State of California Park and Recreation Department. Prepared construction drawings for the realignment of the bike path, widening of old Highway 101 and access roads. Adjacent to wetlands, the design was coordinated with the mitigation plan. The project included drainage studies, sewer, water and storm drain design, estimates and specifications.

California Department of Parks and Recreation, South Carlsbad State Beach Park Access Roads. Mr. Lee was the Project Engineer tasked with preparing construction drawings for the realignment of the bike path, 1.5 miles of widening of old I-101 and access roads. This project involved the upgrading of the South Carlsbad State Beach including conceptual grading studies and preparation of public improvement plans for the I-101. The project was located adjacent to protected wetlands so design was coordinated with the mitigation plan.

Carmel Valley Community Drainage Area Studies/Plans in San Diego. Mr. Lee prepared the drainage area studies for community including HEC-2 analysis of Penasquitos Creek, public improvement plans for desiltation basins, energy dissipator, drop structures, large arch culverts, weirs, drainage system, and recreation ponds throughout the golf course and the rest of the 250-acre site.

High Country West Community Water and Sewer Systems in San Diego, CA. As Project Manager and Project Engineer, Mr. Lee was responsible for the preparation of the Sewer Master Plan for a 579-unit community development project, a 160-acre subdivision in Rancho Bernardo. He performed engineering design of all sewer and water mains, stations, force mains, pressure reducing stations and associated appurtenances. Services included mass grading, street design, drainage design, sewer and water systems, cost estimation, construction management, subdivision mapping, community workshops, feasibility studies, agency processing (Caltrans D. 11), and as-builts.

PROJECT TEAM:

GENERAL CONTRACTOR

Zasueta Contracting Attn: Andrew Zasueta P.O. Box 866 Spring Valley, CA 91976 P: 619-589-0609 azplaygrounds@cox.net

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see attached company info / qualifications



Zasueta Contracting Inc. has been striving to create a fun and safe environment for children of all ages for over 15 years. Our company provides a complete line of services related to the park and playground industry. Those services include: furnishing all necessary site preparations, site furnishings, play apparatus, various types of surfacing materials and necessary playground inspections. It is our intent to stay abreast of the ever-changing safety issues concerning a safe play environment for children.

To do this we are:

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- NPSI certified
- Certified installers of all major playground equipment manufactures
- Members of the National Playground Contractors Association
- · Committed to providing a safe and clean work site

We are minority owed and operated, and hold contracting licenses in the following categories; A, B, C61/D34, and C27.

Our close monitoring of each project, and our commitment to quality, means satisfied customers with every job we do.

PROJECT TEAM:

PLAYGROUND EQUIPMENT

Manufacturer Playworld Systems 1000 Buffalo Road Lewisburg, PA 17837 www.playworldsystems.com

Local Distributor Dave Bang Associates, Inc. Attn: John Wormell P.O. Box 1088 Tustin, CA 92781 P: 1-800-669-2585 john@davebang.com

see attached company info / qualifications

B PLAYWORLD SYSTEMS[®] The world needs play.[®]

Company History

Playworld Systems[®] Inc. began life in 1952 as QE Manufacturing Company, a family-owned producer of precision machine parts. Seven years later we entered the playground industry as a supplier of high-quality products for other companies. As our reputation as a quality supplier grew, so did the demand in both the playground and recreational markets. Seizing the opportunity, we introduced our own brand of commercial playground products in 1971 under the company name Playworld Systems. In January, 1999, Playworld Systems moved to our current corporate headquarters in Lewisburg, Pennsylvania.

Through the years, we have experienced phenomenal growth to become one of the industry's leaders. We expanded our company to include several product lines that reinforce our company mission of providing recreational opportunities for people of all ages.

Today, Playworld Systems is in its third generation as a family-owned business. We are proud of who we are and what we do and it shows. We remain devoted to providing the best recreational play equipment in the world!

PlayDesigns®

In 1987, a new division called PlayDesigns began producing products specifically for the early childhood market. Featuring lower steps and smaller handholds, PlayDesigns activities are fun and colorful, and created specifically to be both age and developmentally appropriate for children ages 1-5 years.

Playworld®

Since 1971, we've actively taken part in helping our industry grow by creating innovative products, raising the bar on safety and inclusion and by responding to the needs of our customer. Playworld play equipment products serve parks, schools and public playgrounds with an emphasis on children ages 5-12 years.

Activo®

Watch kids build their confidence – and their strength – on Activo, the kinetic play equipment that is driven by the user. Shifting shapes and non-linear play activities challenge kids to create their own routes of play, teaching them to take risks and problem-solve as they burn calories. Plus, Activo's sleek design is also good for the environment, offering up to a 60% lower carbon footprint than conventional post and platform playsystems.

Climbing Boulders[™]

In 2008, Playworld Systems teamed up with a leading pre-cast concrete manufacturer with unique processes and patented materials to create Climbing Boulders. The fun boulders challenge climbers of all ages and skills with the look and feel of real rock. Unique angles and crevices create a world of imaginative play for younger players, while exhilarating routes and heights provide big adventure for more experienced climbers. Thrilling rope bridges can be added from one boulder to another or to a playstructure for an extra challenge.

ENERGI™

The total body fitness system for ages 13 and up. Designed with leading fitness expert Michelle Simon (a Certified Strength & Conditioning Specialist), ENERGI's 120 natural movement exercises combine all four components of fitness – cardiovascular and muscular fitness, flexibility, and body composition – targeting almost all of the body's 206 bones and 60 muscles. Each of the five stations offers three levels of intensity and multiple exercises, so that everyone from beginners to fitness buffs can custom-build a progressive workout regimen that pushes them to their personal best.

PlayDesigns PLAYWORLD

NEOS®

In October of 2007, Playworld announced the launch of NEOS, the world's first outdoor electronic playsystem for all ages. NEOS combines aerobic exercise with the speed and dexterity of video games, and delivers a fun-filled workout comparable to jogging or a game of soccer, while raising heart rates an average of 20%*. With a variety of versions to choose from, each featuring multiple game and player options, there is a NEOS for you.

LifeTrail[®]Advanced Wellness System

A cutting edge, outdoor fitness system designed to make it easier for users, age 50 and up, to perform daily tasks and enjoy a better quality of life. Based on proven research and the latest advances in gerontology and kinesiology, LifeTrail Advanced Wellness System features 21 activity panels built on the principles of functional fitness: progressively challenging exercises patterned after the twists, turns, and movements of everyday life.

International Exposure

Over time, our customer base has expanded and now includes a significant volume of international business. Our first European presence was launched in 1996. Located in Herefordshire, England, it acts as a warehouse and sales office for our United Kingdom markets. In 2001, our second international office opened in Paris, France. Through these offices, we manage our distributors throughout Europe, Asia, the Middle East and South America.

Certification

Playworld Systems is proud to be ISO 14001:2004 certified, which guarantees that we meet the highest standards for environmental-responsible manufacturing. Playworld Systems is also ISO 9001:2000 certified. ISO 9001:2000 is a comprehensive quality standard that applies to companies that design, manufacture, and service products. It is recognized and accepted as a quality certification program around the world. The ISO standards contain stringent criteria with respect to quality systems and the processing of customer orders.

All facets of a business including product design, engineering, purchasing, manufacturing, sales, customer service, quality assurance and shipping are covered by ISO criteria. Certification is awarded to those companies that demonstrate commitment to and performance in manufacturing and shipping high quality products.

Playworld Systems is a founding member of IPEMA and is committed to producing products that meet or exceed ADA and CPSC guidelines, and ASTM, EN, and CSA standards. Our products are also backed by the most comprehensive warranties in the industry, attesting to the high-quality standards of the products, the work force and the management.

Our Distributors

Playworld Systems' products are available through a network of professional distributors. These distributors have been selected to provide you with personalized local service. They will help in every phase of your project, from planning, to the final installation. For more information and complete expert service, go to www.playworldsystems.com and select your local area.

*Source: Energy Expenditure at Play conducted by Geisinger Center for Health Research and Playworld Systems; August 2008.





www.PlayworldSystems.com • 800.233.8404 • +1.570.522.9800 Playworld Systems, Inc. • 1000 Buffalo Road • Lewisburg, PA 17837-9795

Dave Bang Associates, Inc. was started by Dave Bang in 1979. Dave was the sole salesman in the early years but quickly became a major supplier of high quality playground equipment for manufacturers across the United States. Today, Dave Bang Associates, Inc. has grown to hold a 10,000 square foot showroom, office and warehouse facility and a 100,000 square foot manufacturing facility on 7 acres.



10,000 sf office, showroom and warehouse



Showroom



Conference Room

As a result of our dedication to customer service and quality products we have grown to become the largest outdoor recreation equipment distributor in the nation. Thanks to our more than 60 hard working employees, we have come to be known for our commitment to excellence and client satisfaction.

Dave Bang Associates, Inc. is active in Arizona and Southern California and is currently working with school districts, private contractors, cities and municipalities. Dave has steadfastly refused to represent any manufacturer who does not stand behind their product, to meet public and private customer needs, with customer safety and satisfaction in

mind. Dave is proactive in sending his sales force to outside seminars and manufacturer's sales meetings.



dave bang associates, inc.

Because of our constant struggle for excellence we have been able to introduce exciting and forward-thinking ideas to our company in the last few years, including a large warehousing and receiving facility, increased manufacturing capabilities and the implementation of an in-house Customer Service Construction Supervisor responsible for performing minor repairs and coordinating shipments and construction services.



Dave Bang Associates is the only distributor to have a complete staff dedicated to following up on all shipments and resolving each and every customer service issue involved with the playground industry.



Warehouse facility to receive orders and stock replacement parts.





Replacement swing parts

With offices in Southern California and Arizona, Dave Bang Associates has a combined office, warehousing and manufacturing space of over 110,000 square feet. In 1999 Dave Bang purchased PW Athletic Manufacturing Company. This new venture has undoubtedly allowed our company to expand into manufacturing, giving us the ultimate advantage in flexibility and control over our equipment.

dave bang associates, inc.

As our company continues to grow, we strive to maintain the fundamental values that have made us the nation's leading distributor of outdoor recreation equipment. Above all else, we value our communication with our clients, customer service and our commitment to remain a superior playground and recreation company.

We look forward to working with your organization and demonstrating the quality of our products and services.



91,000 sf warehouse and manufacturing facility on 6 acres.



WE ARE COMMITTED TO CUSTOMER SERVICE

- Staff individuals dedicated to same day repairs.
- We inventory replacement parts for your project.
- A staff of over 60 people to serve you.
- Always a "live" person to answer your call during business hours.
- Over 20 years with the same playground manufacturer.



Chris Okrei Customer Service



- Responsible for tracking orders through the manufacturing process and shipping.
- Always available for production or shipping status.
 - Ready to quickly respond to missing, vandalized or broken parts.



Raul Ruiz Construction Supervisor



Our Service Guarantee...

- We guarantee in writing that we will visit your site within a determined time period to photograph and, in many cases, repair the item.
- As an option a form is provided to communicate repair, maintenance and replacement part issues.

dave bang associates, inc.
OUR PEOPLE



Pete Stokes President / Sales



Wayne Anderson President / Sales



Dave Bang CEO



Eric Huber Vice President

Territory: Los Angeles Co.



John Wormell Sales Representative

Territory: San Diego Co. Imperial Co.

Pete Selak Sales Representative

Territory: Los Angeles Co.-NE Riverside Co.





Alex Beron Sales Representative Orange Co. - South. San Bernardino Co.



Cathy Cook Sales Representative

Territory: Los Angeles Co-NW San Luis Obispo Co. Kern Co. Ventura Co. Santa Barbara Co.

dave bang associates, inc.

1-800-669-2585

OUR PEOPLE



Jordan Lynde Sales Representative Territory: Maricopa Co. Pinal Co. Pima Co. Graham Co. Cochise Co. Santa Cruz Co.



Shanna Liles Sales Representative

Territory: All inside accounts



Jonathan Mouer Sales Representative Territory: Maricopa Co. Mohave Co. Yavapai Co. La Paz Co. Yuma Co.

Stephen Ross Sales Representative Territory: Maricopa Co. Navajo Co. Gila Co. Coconino Co. Apache Co. Greenlee Co.





Chris Okrei Inside Sales / Customer Service

Estimates / SOs A/P A/R CFO POs/Cust.Service Sales / POs Quotes/POs Collections Invoicing Office Assistant Executive Secretary Jennifer Jean-Louis Sylvia Payne Kelsey Bashaw Brad Enslin Gailyn Lundgren Angel Myers Corinda Parker Geralyn Freund Jayme Gardner Amber Wormell Aubrey Finlinson Bookkeeper CAD Receptionist Receptionist Const. Super. Inside Sales Inside Sales Inside Sales Inside Sales Varehouse

Sandy Groom Marilyn Allen Vicki Kunkel Jennifer Jean-Louis Raul Ruiz Angel Myers Jennifer Castner Kathie Stine Linda Good Rigo Ruiz

dave bang associates, inc.

1-800-669-2585

OUR MAJOR PRODUCT LINES



Playworld Specializing in challenging and fun playground equipment for children of all ages.



PW Athletic The number one source for top-quality athletic and recreation equipment.



Sof'Fall Providing Engineered Wood Fiber that is economical and safe for protective playground surfacing.



PlayDesigns A line of creative play activities specially designed for toddlers and preschoolers.



Urbanscape A leading manufacturer of exceptional site furnishings.



Custom Canopies Designs and manufacturer of permanent fabric shade shelters.



Wabash A unique line of Plastisolcoated outdoor furniture and site amenities for all occasions.



Americana A high quality line of preengineered and custom designed shade shelters.



ProDek Featuring state of the art Poured-In-Place Rubber Surfacing for all playground types.

dave bang associates, inc.



PROJECT TEAM:

Rubber Surfacing Manufacturer Rubber Surfacing Installer

ProDek, Inc. 4530 Brazil Street Los Angeles, CA 90039 <u>www.prodek.net</u>

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ProDek is the manufacturer and also the installer of the poured-in-place rubber surfacing

see attached company info / qualifications

ProDek will provide the City of San Diego a 5 year warranty and will use Aliphatic Binder.

About ProDek

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ProDek/ProBound/ProTile/ProTurf Characteristics

Complies With American Disabilities Act

ProDek complies with the ADA for wheelchair accessibility (ASTM 1951). All children should have access to playground activities.

In-House Installers

A factory installed surface provides the owner with the assurance that their playground is installed correctly the first time with peace of mind their children will be safe relative to fall protection. Our customers can also be assured knowing that one company will see their project through completion and then back the project throughout the warranty period.

Maintenance

The ProDek system is a low maintenance surface that carries a multi-year warranty. ProDek can be easily cleaned with a soft bristled brush and garden hose, or naturally by rainfall. ProDek recommends a bi-annual "deep clean" using a power washer and vacuum extraction process. ProDek will provide this service if requested.

Porous

ProDek being a porous product provides a system that eliminates standing water after the rains as well as helps dramatically in the cleaning process.

Safety

ProDek is designed to meet the latest CPSC guidelines and ASTM F1292 standard test requirements, which offers maximum performance and maximum liability coverage.

Seamless

ProDek as a system is mixed and troweled on site, this provides a unique seamless system that prevents in surface trip hazards.

Slip Resistant

The ProDek's coefficient of friction characteristics enhance reduction and probability of slip and fall accidents.

Recycled

The majority of the rubber used in the ProDek system is derived from post consumer tire product. Our system is made from 70% recycled tires and 30% virgin colored rubber.

Vandalism

ProDek surfacing system has proven over time to be the most effective playground choice for resisting vandalism.

Colors

ProDek is available in 4 standard colors and 16 optional colors. Color Chart

About Prodek Inc.

We offer a proven long-term successful experience for you and/or your clients that our competitors cannot provide.

ProDek offers turn-key installation from excavation of your existing surfacing, installation of a stone/concrete base surrounded by a concrete curb or a keyway lock down system, allowing for a completed rubber safety surface or a beautiful synthetic lawn. We have over twenty years of combined experience in the playground/landscaping surfacing industry and use only the best products with highly skilled in-house installation craftsmen. This puts you in a position of confidence for using ProDek for your surfacing needs.

Our added values include:

- · Installation by our own in-house craftsmen (4 full crews).
- Installation of over 1,500,000 square feet of ProDek surfacing projects through-out the Major Cities, Counties and Unified School Districts in California.
- Thousands of hours of research and development, proprietary formulation that have proven long- term durability proven by the repeated selection of ProDek by our public and private accounts.
- Proven financial strength and product liability that covers our product and in-house installation process eliminating any confusion relative to warranty or service concerns. We typically install 30 to 35 ProDek projects per month statewide.
- To date, we have saved over 2.9 million pounds of scrap rubber from our nation's dumpsites.
- ProDek is so durable that we have received only 3% call-backs for service work out of the total square footage installed; a very rare percentage in this specialty construction industry.

We have installed over 40 high-profile/high-traffic projects at theme/water parks, hospitals, and corporations, resorts and other theme type playgrounds.

Our 10,000 square-foot warehouse and offices allow us to stock material for all of our surfacing projects, from <u>rubber interlocking</u> tiles, <u>rubber mulch</u>, <u>rubber granules</u> to <u>synthetic turf</u>, thus promoting timely installations.

ProDek

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POURED-IN-PLACE RUBBER SURFACING FOR PLAYGROUNDS

1. Description of System

ProDek Safety Surfacing shall be poured-in-place and trowelled to provide for a resilient, seamless rubber surface installed over the specified base. The surfacing material shall consist of polyurethane resin-based post-consumer recycled rubber shred material derived from recycled tires capped with a wear surface composed of high quality EPDM rubber. Binder shall consist of nonflammable, non-shrinking, one-part moisture cured polyurethane adhesive as recommended by the manufacturer and capable of bonding to concrete or asphalt.

Safety – ProDek Safety Surfacing shall be stable and slip-resistant to comply with all requirements set forth in the Americans with Disabilities Act (ADA). Surfacing within playground equipment use zones shall meet or exceed the performance requirements of CPSC, ASTM F 1292 and CSA Z614-98 that a surface yield both a peak deceleration of no more than 200 g's and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings.

Manufactured Safety Surface – For surfaces manufactured for the purpose of playground safety surface, a certificate of compliance shall document the impact attenuation performance.

2. Materials

Polyurethane Primer and Binder – Binder is a single component polyurethane pre-polymer formulated using a polymeric foam of Dephenylmethane, 4, 4' Diisocyanate (MDI), Amber Viscosity – 4500cps, NCO content – 9.0, Density – 20dc-68, PCF Flash Point – >390dF, Elongation – 550%, Tensile – 3900 lbs/sq. in. No toluene diphenel isocynate (TDI) shall be used. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals. Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/I) and no more than 9.5 lbs/gal (1.14 Kg/I).

Poured Cap/EPDM Wear Layer: Wear surface shall consist of ethylene propylene diene monomer (EPDM) particles adhered with polyurethane binder formulated to produce an even, uniform surface. EPDM particles shall meet requirements of ASTM D 412 and CSA Z614-98 for tensile strength and elongation. ASTM D 2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons. EPDM shall be peroxide cured with an EPDM content of 26 percent and shall include a processing aid to prevent hardness with 26% poly

content to maintain dynamic testing characteristics and UV stability. Size of rubber particles shall be not less than 2.00mm, or greater than 3.0mm across. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles. Thickness of wear surface shall be a minimum 3/8-inch. The wear surface shall be Porous.

Impact Course/SBR Cushion Layer – Safety surface shall be a poured-in-place system and shall be indicated on the drawings. Impact Attenuating Cushion Layer: Substrate shall consist of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient porous materials. Strands of SBR may vary from 0.5mm – 2.0mm in thickness by 3.0mm - 20mm in length. Binder shall be not less than 14 percent, nor more than 16 percent, of the total weight of rubber, and shall provide 100 percent coating of the particles. The substrate shall be compatible with the wearing surface and shall meet requirements herein for impact attenuation.

3. Standard Testing Results

Impact Attenuation - ASTM F1292-99 and ASTM F1292-96: Impact attenuation test results will be provided to the owner or owner's representative.

Accessibility of Surface Systems – ASTM F1951-99: All playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Coefficient of Friction - ASTM D2047-82: All products must meet a minimum standard on coefficient of friction of .9-wet, 1.0-dry. No exceptions will be made to this requirement in an effort to ensure ample slip-resistant conditions.

Permeability: Product shall meet or exceed a coefficient of permeability of five (5) feet per minute. NOTE: From a geotechnical standpoint, the permeability of a material is a measure of the velocity at which water will flow through the void spaces or pores under a given hydraulic gradient.

Flammability of Finished Floor Cover – ASTM D2859: Product shall pass flammability.

UPITT Test for Combustion Product Toxicity: Product shall pass the Pittsburgh Protocol Test for toxicity. The passing result is that the product is considered no more toxic than wood.

Tensile Strength – ASTM D412-87 and Tear Resistance – ASTM D624-86: This test indicates a product's ability to stretch, and how far it will stretch before it breaks. Test results must be a minimum of tensile strength = 60 PSI, and % elongation @ break = 40 (140% of original size).

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To assure compliance with (a), (b), (c), (d), (e), (f) and (g) above, installation shall provided by the manufacturer, ProDek Safety Surfacing.

4. Base Requirements and Preparation

The base shall have the specific minimum slope (2%) and shall vary no more than 1/8" when measured in any direction with a 10' straight edge. Asphalt base shall be allowed to cure a minimum of fourteen (14) days and new concrete shall be allowed to cure a minimum of seven (7) days prior to commencement of surfacing. A compacted stone base will not require cure time but will be subject to slope and tolerance specification. NOTE: If stone is used as a base, proper treatment with herbicides by others must be applied prior to arrival of surface installation crew. Minimum of $1\frac{1}{2}$ " of surface (total depth) is required over a stone base. Also, no rolled products or prefabricated tiles will be acceptable. It is the primary intent of this specification to provide a seamless, porous safety surface. Safety surface shall be installed after the playground equipment is installed and after the subsurface is ready to receive the safety surface. The temperature should be 40 degrees and rising during installation of surface. Cleaning – The entire subsurface shall be clean, dry and free from any foreign and loose material.

5. Installation

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Safety Surface System: Components of the safety surface system shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacturer's recommendations. Installation of surfacing shall be seamless and completely bonded to the subsurface. Material shall cover all foundations and fill around all elements penetrating the surface. Substrate: Whenever practical, substrate layer of surfacing material shall be installed in one continuous pour on the same day. When a second pour is required, fully coat the edge of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new substrate can be placed before the adhesive dries. Wear Surface: Wearing surface must be of high quality peroxide cured EPDM rubber provided by either RTH or BRG. Wearing surface shall be bonded to substrate. Apply adhesive to substrate in small quantities so that wearing surface can be applied before adhesive dries. Surface shall be hand-toweled to a smooth, even finish. Perimeter: Concrete/asphalt perimeter shall have a saw cut to size indicated on plans, or formed during pour, with surfacing rolled down inside void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or border the hardened edge shall be primed with adhesive and the final 2" shall be tapered to allow the wear surface material to be a minimum of 1" thick where it joins the concrete edge Thickness: Construction methods, such as use of measured screeds 1 1/16" (1.0mm) thicker than the required surfacing

depth, shall be employed to ensure that full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein. Clean Up: Manufacturer's installers shall not leave adhesive on adjacent surface or play equipment. Spills of excess adhesive shall be promptly cleaned. Security or Surface Protection: The synthetic safety surface shall be allowed to fully cure in accordance with manufacturers Instructions. The owner from all traffic shall protect the surface during the curing period of 48 to 72 hours or as instructed by the manufacturer.

6. Colors

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Standard color Blends consists of 50% EPDM Color (green, blue, terra cotta, tan) and 50% EPDM Black. All colors to be selected by architect or owner during the submittal process. Color samples provided upon request.

7. Submittals

a. One original hard copy of the submittal package will be supplied. Upon request only hard copies shall be supplied.

b. Manufacturer's descriptive data and installation instructions.

c. Manufacturer's details showing depths of wear surface and sub-base materials, anchoring systems and edge details.

d. A list of all materials and components to be installed, including manufacturers name, storage requirements, and precautions, and shall state chemical composition and test results to which material has been subjected in compliance with these specifications.

e. Upon request a listing of a least five installations where products similar to those proposed for use have been installed and have been in successful service for a minimum period of two years. This list shall include owner or purchaser, address of installation, date of installation, contact person, and phone number.

f. Statement signed by an official authorized to certify on behalf of the manufacturer of the synthetic safety surfacing attesting that the surfacing meets the requirements of ASTM F 1292 for a head-first fall from the highest accessible portion of specified playground equipment.

g. Statement signed by the manufacturer of the synthetic safety surfacing attesting that all materials under this section shall be installed by the manufacturer or its certified installers and that playground surfacing installation shall not be performed by anyone other than the manufacturer or its certified installers.

h. A certificate of insurance shall be provided by manufacturer or its certified installers of synthetic safety surfacing for use as playground safety surfacing, covering both general and product liability, or not less than \$1,000,000. The issuing underwriter shall be AA-rated.

I. Upon request, a sample of safety surface proposed for this project.

8. Contractors Qualifications

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a. Contractor must hold specific valid California State Contractors license (D/12).

b. Contractor must have at least 50 installations of exact or similar safety surfacing applications.

c. Contractor must have installed a minimum of 500,000 square feet of exact or similar safety surfacing applications.

d. Contractor must have been in business in the same safety surfacing industry for at least 2 years.

j. Warranty: Surfacing shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship and materials for a period of three (3) years or as specified and agreed upon per alternate contact. When using our 100% virgin wear course we can offer five (3) years of coverage.

k. Schedule of Values: 70% labor and 30% material.

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PROJECT TEAM:

Playground Safety Inspector

Safeplay by Design, Inc. Attn: David Spease 9666 Sheldon Road Elk Grove, CA 95624 www.spease.com

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see attached company info / qualifications

David Spease, Landscape Architect

9666 Sheldon Road Elk Grove, CA 95624-9437 Phone (916) 647-0912 Emai: david@spease.com Web: www.spease.com California Registered Landscape Architect #1284 NPSI Certified Playground Safety Inspector #15055-1012 California Licensed Contractor #783247 A, B, C-27

RESUME

David Spease

Employment

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Safeplay by design, Inc. DBA David Spease, Landscape Architect Landscape Architecture Parks, Park Facilities Expert Witness Playground Safety Inspection Project Management Construction Inspection Certified Playground Safety Inspection Playground and Landscape plan review
City of Sacramento Department of Parks and Recreation Associate Landscape Architect (see attachment for work experience)
S & J Construction Spease Construction (License is current but not active) General Engineering Contractor - A General Building Contractor - B Landscape Contractor C-27
California Department of Transportation Sacramento, California Assistant Landscape Architect Roadside Rest design and freeway landscape design
San Bernardino County Regional Parks Department San Bernardino, California Park Planning Aide Park design and construction supervision
Nursery experience (misc. locations) Wholesale commercial nursery management (Citrus nursery for farm sales) Wholesale ornamental nursery management Retail nursery management (Specific information available on request)

David Spease, Landscape Architect Resume

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Education

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1968	California State Polytechnic College; Pomona, California Bachelor of Science Degree in Landscape Architecture, Park Administration - second major
1964	Bakersfield College; Bakersfield, California Associate of Arts Degree - Ornamental Horticulture Chemistry – second major
1995	American Management Center The Basics of Facilities Compliance under the ADA (Seminar)
Professiona	al Associations
1970 - current	American Society of Landscape Architects Central Valley Chapter Secretary, 1 year Central Valley Chapter Treasurer, 1 year Central Valley Chapter Vice President, 1 year Central Valley Chapter President, 1 year Delegate to California Council of Landscape Architects; 8 years Children's Outdoor Environments
2000 – current	California Parks and Recreation Society Playground Safety Task Force – Legislative Committee – Modifications to the California Playground Safety Regulations Committee Chairman, DSA Liaison Committee – Department of State Architect (DSA), Universal Access Committee Graphics coordinator for 1997 and 2003 Conferences
2003- current	American Society of Testing and Materials ASTM F 1487 Subcommittee F15.29 on Playground Equipment for Public Use ASTM F 1918 Subcommittee F15.09 on Home Playground Equipment ASTM F 2273 Subcommittee F15.44 on Play Equipment for Children 6 Months through 23 Months ASTM F 1292 Subcommittee F 08.63 on Playground surfacing
2008- Current	International Play Equipment Manufacturers Association Associate Member
2004- current	National Recreation and Parks Association National Playground Safety Institute Executive Committee Member Curriculum Committee Marketing Committee Long Range / Strategic Planning / Budget Committee CPSI Instructor
2008-Current	National Association for the Education of Young Children Member
1970 – 1980	California Council of Landscape Architects Exhibit Hall Chairman for annual conference, 7 years Lobbyist Coordinator, 1 year

David Spease, Landscape Architect				
Resume	1/19/2011			
Liaison with California Contractors Association, 10 years				
Liaison with California Board of Landscape Architects, 10 years				

Oral Exam Commissioner, 5 years

1968 -1980 **California Landscape Contractors Association**, Associate Member Liaison with American Society of Landscape Architects, 10 years Legislative Committee, 4 years

Licenses and Certifications

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- 1971 current California State Registered Landscape Architect # 1284
- 1997 current National Recreation and Parks Association National Playground Safety Institute Certified Playground Safety Inspector- # 15055-1012
- 2006 current National Program for Playground Safety Certified Early Childhood Outdoor Play Inspector

California State Contractors License

1988 - 2000	S & J Construction (Retired Partnership ,
2000 – current	Spease Construction (Active # 783247)
	A General Engineering Construction

B General Building Construction

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C-27 Landscape Construction

Work experience with the City of Sacramento (Retired)

Master Planning of City wide Park and Recreation Facilities Site specific Master Planning **Budget** preparation Park inventory Preparation of construction documents Project Management **Construction Inspection** Park Facilities Safety Policy Development of policy Park Facilities Safety Program Development and management of the program **Playground Safety Inspection** Sport field and recreation facilities safety inspections Development of standard sports field site requirements City Wide ADA Coordination Committee **Recreation and Parks Department ADA Coordinator** ADA inspection of Recreation and Parks Facilities ADA compliance modifications and management **Off Street Bicycle Coordinator** Plan Review Coordinator Subdivision Review Quimby Ordinance (Park Development Fees) Ordinance revision Fee calculation and negotiations Water Conservation Ordinance

David Spease, Landscape Architect Resume

Ordinance draft Plan review for building permit approval Parking Lot Shade Ordinance Ordinance draft and revision Plan review for building permit approval Fence Ordinance Ordinance draft and revision Volunteer Project Coordination

Expert Witness

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1970 - 2002 **City of Sacramento** Sports field injuries Play area injuries General park injuries (sidewalks etc.)

1990 – Current Miscellaneous Cases

Borton, Petrino & Conron, Attorneys, Sacramento, CA Playground Injury – Park District

Donald Schlapprizzi P.C. St. Louis, MO Sea Otter Exhibit – St. Louis Zoo

John Verrios Airola, Attorney at Law, Sacramento Playground Injury – Park District

Law offices of Charles Pernice, Irvine, CA Softball field Injury – City Parks Department

Diepenbrock Law Firm, Sacramento, CA Playground impact on neighborhood – Church School

Nolen Saul Breisford, Sacramento, CA Playground Injury – Church School

Elie & Associates, Sacramento, CA Parking Lot Shade Ordinance

Nordman Cormany Hair & Compton, Oxnard, CA Playground surfacing warranty - School District

Speaking / Lecture

2000 – Current California & Pacific Southwest Park and Recreation Training Conference Administration of Park Design California Playground Safety Regulations Playground Auditor Training

2001– Current California Association for the Education of Young Children Conference California Playground Safety Regulations

1980 – 2000 Sacramento City College Guest Lecturer Page 4 1/19/2011

David Spease, Landscape Architect Resume

Page 5 1/19/2011

Park Design Administration

1980 – 2000 **University of Davis** Guest Lecturer Park Design Administration

1987 – 1988 University of California Extension Services Courses "Environmental Impact Preparation under CEQA" (California Environmental Quality Act) Environmental Impact document preparation for Parks and Recreational Facilities "Applying CEQA and NEPA Environmental Analysis Series" (California Environmental Quality Act, and National Environmental Protection Act) Environmental Impact document preparation for Parks and Recreational Facilities

Services

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Certified Playground Safety Inspections

(Required by California Playground Safety Regulations) Clients:

- Governmental Agencies.
 - Department of Fish and Game National Park Services Cities Counties Park Districts
 - School Districts
- Churches, Synagogues, and Temples
- Apartment Complexes
- Homeowners Associations
- Private Child Care Facilities
- Private Schools

Routine Playground Safety Inspection Programs

Playground Safety Training classes and Seminars

School Administrators Teachers and Child Care Staff Maintenance Staff

Safety Consultation for Interpretive Exhibits

Junior Museums Educational Exhibits

Full Recreational Site Safety Inspections

ADA Compliance Evaluation

Play Areas and Recreational Facilities (ADA/ABA Chapter 2, Section 240 and Chapter 10, Section 1008)

Impact Testing of Playground Surfacing

Impact Testing of Sports Field Surfacing

Surfacing Accessibility Testing - ADA

Parks and Playground Improvement Projects

Masterplan Construction Documents Construction Management Construction Inspection

Certificate of Compliance

This certifies that

Jurupa Valley Aquatic Center Pirate Ship

complies with the California Playground Safety Regulations



Signature Date

David Spease, Landscape Architect Certified Playground Safety Inspector #15055-1012 Certified by National Playground Safety Institute of National Recreation and Park Association

Safeplay by design, inc.

9666 Sheldon Road Elk Grove, CA 95624-9437 Phone (916) 647-0912 david@spease.com www.spease.com

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California Registered Landscape Architect #1284 NPSI Certified Playground Safety Inspector #15055-10-12

Playground Safety Inspection

General Information

	Owner:	Riversid	e County		and a survey with the survey of the survey o			
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	Manufac	turer: La	akeland Co	mpan	y Inc.	ti (kom a militika vi anatika a		
	Type of 1	materials:	Concrete	;	No or the International Procession of the International Proces			and the state of the
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	NPSI Cer	rtified Play	ground Safe	ty Inf	ector #	15055-	1012	
	Date of I	inspection:	وماليونون والمراجع ويونون والمراجع		3/22/2	011		
\boxtimes	This play	ground co	mplics with	the Ca	lifornia P	layground S	Safety F	Regulations
	This play	ground do	es not comp	ly with	the Calif	fornia Playg	round	Safety Regulations
Intended	<u>User:</u> [2 yea	rs to 5 year	\boxtimes	5 years t	to 12 years		2 years to 12 years

Equipment Not Covered By This Inspection Home playground equipment, toys, amusement rides, sports equipment, fitness equipment intended for users over the age of 12, public use play equipment for children 6 through 23 months, and soft contained play equipment are not included in this inspection.

Products or materials (site furnishings) that are installed outside the equipment use zone, such as benches, tables, and borders, used to contain protective surfacing, are not considered playground equipment and are not included in this inspection.

Project:						Jurupa Valley Aquati	c Center	
			Acce (Co This work. Al	essibility to P mplete one works sheet only applies to l elements of the acc	AFETY INSPECT Play Area Workshee sheet for each Playground) to the access ramp into the play of cess route shall comply with delines for Buildings and Facility	<u>t</u> area,		
Yes No	N/A		ASTM F 1487-07 round has an acces		ADA/ABA Chapter 4)			
	XXXXXXXXX	Maximum The minin Ramp has Maximum Maximum Maximum Vertical O	num clear width of minimum two inc a slope of side flair a cross slope is 1:4 a length without ha changes of level un	%) A slope great the curb ramp is h high curbs s is 1:10 (10%) 8 ndrails is less that der 1/4 inch high	er than 1:20 (5%) is conside 36" exclusive of curbs or sic	de flairs.	Actual	
Priority: Comments: The PIP is lev								
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Safeplay by design, Inc. 9666 Shedon Road BK Gowe, C 45624-9137 Proce (816) 647-0912 dorld@pess.com www.spesse.com

California Registered Landscape Architect #1284 NFSI Certified Playground Safety Inspector #15055-1012

PLAYGROUND SAFETY INSPECTION

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Ground Level Access Route in Play Area Worksheet

(Complete one worksheet for each Playground)

Yes			The Playg Entire use If entire us accessible When the Accessible	zone of playgrour se zone is not acce play structures or access and egress	as point (See Acce and is surfaced with ssible, at least one components. points are not the s with different acc	DA/ABA Chapter 10 Section 1008) essibility to Play Area Worksheet) an accessible material <i>(not Required)</i> e route shall be provided from perimeter to all same, an accessible route is provided to each. eccess and egress points must allow the user the transfer point.			
XXXX			Maximum Maximum Vertical cl	Ground Level Access Route in Play Area Maximum Running slope is 1:16 Maximum cross slope is 1:48 Vertical change of level under 1/4 inch high maximum is permitted Changes in level between 1/4 inch and 1/2 inch are beveled with a slope of less than 1:2					
X		XX	The minin Restricted Multiple I	Vidth of Accessible Rout (Play Areas that are more than 1000 Square Feet) he minimum clear width of the accessibility route within the play area is 60" estricted Minimum width is 24 inches for a distance of 60 inches fultiple Restricted Minimum width sections are separated by segments that are 60 inches wide and 60 inches long					
		XXX	The minin Accessible Restricted Multiple I	Width of Accessible Rout (Play Areas that are less than 1000 Square Feet) Actual					
\boxtimes				Clearance cal clearance of the	ground level acco	ess route is a minimum of 80"			
		\boxtimes	Handrail Handrails		or ground level rou	uts in the play area			
Priority: Comments:		[] I	Priority 1	Priority 2	Priority 3	Compliant			
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	Safeplay by design, Inc.
	9666 Sheldon Road
4	Ek Grove, CA 95624-9437
· 3 -	Phone (916) 647-0912
	david@spease.com
	www.spease.com

California Registered Landscape Architect #1284 NPSI Certified Playground Safety Inspector #15055-1012

PLAYGROUND SAFETY INSPECTION

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Transfer Systems on Play Equipment Worksheet

(Complete one worksheet for each Playground)

Yes	No	N/A	General (ASTM F 1487-07ae1 Section 10) (ADA/ABA Chapter 10 Section 1008) Elevated Routes are exempt from the vertical clearance requirements 50% of elevated components must be on an accessible route reached by a ramp or transfer	
		XXX	Play Areas with 20 Elevated Play Components (see Accessibility of Equipment Worksheet) 25% of elevated components or more are accessible by ramp 25% of elevated components are accessible by transfer Play Equipment with less than 50% of play components accessible by ramp have additional ground level play components	
XXX			Accessible Routs on the Structures (ADA/ABA Section 1008.2.4.2) The minimum clear width of the access route on the equipment is 36" Restricted Minimum width is 32 inches for a distance of 24 inches Multiple Restricted Minimum width sections are separated by segments that are 48 inches wide and 36 inches long	Actual Actual Actual
XXXXXXXXXX			Transfer Station (ADA/ABA Section 1008.3) Between 11" and 18" above the accessible route or wheelchair accessible platform 24" clear width 14" deep Transfer Station has Transfer Supports Transfer station has transfer space 48 inches long and 30 inches wide The 48 inch side is centered on and parallel to the 24 inch side 60" turning radius or minimum 36" wide T- shaped turning space The maximum cross slope of the transfer space is 1:48 The transfer station has an access step between the transfer station and the surfacing that complies with the requirements of accessible steps within the play structure. (Not Required)	Actual <u>15</u> Actual <u>Actual</u>
XXX			Accessible Platforms or steps within a play structure (ADA/ABA Section 1008.3) Vertical rise is less than 8" 24" clear width 14" deep	
Prio Com	rity: 1ments:	[] I	Priority 1 Priority 2 Priority 3 Compliant	
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			Safeplay by design, Inc.	
			9666 Sheldon Road Bit Grove, C4 S5624-9437 Phone (916) 647-912 david@spicese.com www.specses.com	

PLAYGROUND SAFETY INSPECTION Materials and Manufacture Worksheet

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(Complete one worksheet for each Playground)

			 General (ASTM F 1487-07ae1 Section 4.1) (CPSC #325-10 Section 2.5) Metals are painted, galvanized or otherwise treated. Equipment older than 1978 should be checked for lead paint. Woods is naturally rot and insect resistant or treated from the bottom of the footing to 6" above the surfacing (cromated coper arsenate (CCA), creosote, pentachlorophenal, tributal tin oxide and pesticides shall not be used on Playground equipment. Plastics are protected against ultraviolet light. Fasteners (ASTM F 1487-07ae1 Section 4.2) All fasteners are corrosion resistant or provided with corrosion resistant coating. Lock washers, self locking nuts or other locking means are provided for all nuts and bolts. Hardware in moving joints and deck supports are secured against unintentional loosening. Moving suspended items are connected with bearings or bearing surfaces to reduce friction and wear. (Steel cable affixed to a hanger assembly performs as a bearing surface) Cable ends are inaccessible or capped. Hooks and connecting devices comply with all protrusion and entanglement requirements. All bolts are trimmed to a maximum of two threads 						
Θ		\mathbf{X}	Tires do not trap water. Tires do not have exposed steel belts.						
Prio	ntenance rity: (ments:		tion: Good, Needs repair Priority 1 Priority 2 Priority 3 Compliant						
			_						

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9666 Sheldon Road Bik Grove, CA 95624-9437 Phone (916) 647-9912 david@spease.com www.spease.com

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PLAYGROUND SAFETY INSPECTION

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General Hazards Worksheet (Complete one worksheet for each Playground)

			(complete the workshele for each r hyground)
Yes X	№	N/A	General Requirements (ASTM F 1487-07ae1 Section 5) (CPSC #325-10 Section 3) Play equipment designed for a specific age group shall have all play activities on that equipment meet the requirements for that age group. Play structures are anchored to the ground or not be intended to be relocated.
\boxtimes			Designated Play Surfaces (ASTM F 1487-07ae1 Section 7.5.5 Section 7.5.6 Section 8.3.6 and Section 8.6.1.2) Guardrails, Barriers, Equipment Support Posts and Swing Structures and do not have designated play surfaces.
\boxtimes			Head and Neck Entrapment (ASTM F 1487-07ael Section 6.1) (CPSC #325-10 Section 3.3.1) All completely bounded openings are less than 3.5" or larger than 9" (Openings that have the fall-surface as the lower boundaries are exempt.)
XX		X	All partially bound openings are in compliance (ASTM F 1487-07 Section 6.1.4) Depth of penetration issues comply with CPSC #325-08 Appendix B 2.6.4 Non rigid climbing components comply with CPSC #325-08 Appendix B 2.6.5 All angles are greater than 55 degrees. (CPSC #325-08 Section 3.3.2) (Angles that slope down or are horizontal are exempt.)
XXX			Sharp Points and Sharp Edges (ASTM F 1487-07ae1 Section 6.2) (CPSC #325-10 Section 3.4) There shall be no sharp points or sharp edges on public play equipment The ends of all tubing shall be provided with caps or plugs that can not be removed. Cut off bolts shall be free of burrs, sharp points and sharp edges.
\boxtimes			Protrusions/Impalements (ASTM F 1487-07ae1 Section 6.3) (CPSC #325-10 Section 3.2) No protrusions extend beyond the face of any of the three test gauges shown in Fig. A 1.10
\boxtimes			Entanglements (ASTM F 1487-07ae1 Section 6.4) (CPSC #325-10 Section 3.2) There shall be no entanglement hazards on public play equipment
\boxtimes			Crush, and Shearing Points (ASTM F 1487-07ae1 Section 6.5) (CPSC #325-10 Section 3.1) There are no accessible crush, or shearing points on playground equipment that could entrap a .62 dia. rod.
			Suspended Hazards (ASTM F 1487-07ae1 Section 6.6) (CPSC #325-10 Section 3.5) No single cables, wires, ropes or similar flexible components are suspended between play units or from the ground to a unit within 45 degrees of horizontal unless it is above 84 inches high. Single single cables, wires, ropes or similar flexible components are a minimum of 1" at its widest dimension. The rope, cable or chain shall be fixed at both ends and not be capable of being looped back on itself, creating an inside loop perimeter greater than 5 inches. The rope or cable is brightly colored or contrast with its surroundings. Chains and cables used for swings are exempt. Rope, cables and chain less than 7 inches long are exempt. Ropes are not used to suspend swings.
XXX			Tripping Hazards (CPSC # 325 Section 9.7) (CPSC #325-10 Section 3.6) All anchoring devices, including horizontal bars and footings are below ground level. There are no broken or raised sections of walkways There are no damaged (including separated vinyl) surfacing on the decks and ramps. The Geotextile fabric under the Loose Fill surfacing is not exposed.
Mai	ntenanc	e Conditio	n: Sood, Needs repair
Prio	ority:	Prio	rity 1 Priority 2 Priority 3 Compliant
	nments: rope cl	eats on th	e mast are protrusions and entanglements but they are not accessible because of their height. The door
kno	b on the	storage r	oom under the deck is an entanglement but is too low to the ground to cause concern. It is my
prof	fessiona	l opinion	that these two items are not a safety concern
		an an a star and a star	

Safeplay by design, Inc. 9666 Sheldon Road Elk Grove, CA 95624-9437

California Registered Landscape Architect #1284 NPSI Certified Playground Safety Inspector #15055-1012

Phone (916) 647-0912 david@spease.com	
www.spease.com	

Project: Jurupa Valley Aquatic Center

PLAYGROUND SAFETY INSPECTION **Guardrails and Barriers Worksheet**

(Complete one worksheet per Playground)

Guardrails and Barriers are not required to surround designated play surfaces on play equipment for 2-12 year old users unless specifically required in ASTM F 1487-07ae1 Section 8

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Yes			Guardrails (ASTM F 1487-07ae1 Section 7.5.5) (CPSC #325-10 Section 5.1.3) Guardrails completely surround elevated surfaces except for entrances and exit openings necessary for each event. Guardrails contain no designated play surfaces The maximum clear opening without a top horizontal guardrail is 15" (Stairs, Ramps, and upper body equipment are exempted) Accessible ramps less than or equal to 30" have guardrails on both sides Top handrail on each side of ramps is between 26" and 28" Bottom handrail on each side of ramps is between 12" and 16" Accessible ramps with guardrails have a rail within 2 inches of the ramp or a 2" high curb on both sides 2 to 5 year old users Decks over 20" but not over 30" have guardrails Minimum height of top guardrail is 29" Maximum height of lower guardrail is 23"	
		XXX	5 to 12 year old users Decks over 30" but not over 48' have guardrails Minimum height of top guardrail is 38" Maximum height of lower guardrail is 28"	
			Barriers (ASTM F 1487-07ae1 Section 7.5.6) (CPSC #325-10 Section 5.1.3) Barriers completely surround elevated surfaces except for entrances and exit openings necessary for each event Barriers contain no designated play surfaces The maximum clear opening without a top horizontal guardrail is 15" (Stairs, Ramps, and upper body equipment are exempted) Accessible ramps that require barriers have a handrail on both sides between 26" and 28" Accessible ramps with barriers have a 2" high curb on each side if the barrier is beyond the edge of the ramp	
		XXX	2 to 5 year old users Barriers are required on decks over 30". Minimum height of barrier is 29" The openings preclude passage of the 3.5" torso probe	
X			5 to 12 year old users Barriers on decks over 48". Minimum height of barrier is 38" The openings preclude passage of the 3.5" torso probe	
Prio	Maintenance Condition: Image: Good, Image: Priority 1 Priority Priority 1 Priority 2 Priority 3 Compliant Comments: Compliant Compliant			
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9665 Sheldon Road Bik Grove, CA 95624-9437 Pixone (916) 647-0912 david@spease.com www.scease.com	California Registered Landscape Architect #1284 NPSI Costriled Playground Safety Inspector #15055-1012
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PLAYGROUND SAFETY INSPECTION Platforms Worksheet

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dit atforms (ASTM F 1487-07ae1 Section 7.5) (CPSC #325-10 Section 5.1.1)						
Se zone (ASTM F 1487-07ae1 Section 9.1) (CPSC #325-10 Section 5.3.2.1.4) in. 72' in all directions from the perimeter of the unit nimum distance between adjacent structures that are under 30" high is 72'. nimum distance between adjacent structures that are over 30" high is 108'.						
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Safepiay by design, Inc. 9666 Sheldon Road Ek Grove, CA 565429437 Phone (516) 647-0912 dwid8gbeesc.com www.spesse.com

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PLAYGROUND SAFETY INSPECTION

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Stairways, Ladders and Ramps Worksheet

(Complete one worksheet per Playground 2-12 year old users) Not intended to meet ADA/ABA specifications

Yes	No	N/A	General (ASTM F 1487-07ae1 Section 7.2) (CPSC #325-10 Section 5.2.1)
		\boxtimes	Rung ladders, arch climbers, tire climbers are not used as sole means of access to equipment intended for use by 2 to 5 year old users.
\boxtimes			Platforms over 6' high have an intermediate standing surface to allow the user to halt the ascent and use an alternate means of decent. (CPSC #325-10 Section 5.2.)
			 Stairways and Ladders comply with the dimensions shown on Table 2. (Attached) Steps and rungs shall be evenly spaced within a tolerance of .25 inches vertically. (ASTM F 1487-07ae1 Section 7.2.1) Risers are closed if the space is between 3.5" and 9" When risers are closed, tread design prevents accumulation of sand, water or other materials One set of stairs must have a transfer platform. The transfer platform has an access step (<i>not required</i>) Rungs and handrails have a diameter between .95" and 1,55". The preferred diameter is 1.25" Handrails are available at the beginning of first step. Handrails are not required for rung ladders (ASTM F 1487-07ae1 Section 7.2.6) Stairways and Ladders that have more than one tread have continuous handrails on both sides. Stairways and ladders that only have one tread have hand support on both sides. The vertical distance from front edge of step to the top surface of the handrail is between 22 and 38" Accesses such as rung ladders, flexible climbers, arch climbers and tire climbers have alternate hand gripping support The depth of tread on the outer edge on spiral stairs is 7 inches or greater (ASTM F 1487-07ae1 Section 7.3.1) If the design of the spiral stairs does not permit handrails on both sides, a continuous handrail is provided on the outside perimeter.
\boxtimes			Stairs and stepladders have a continuation of handrails from the access to the platform (ASTM F 1487-07ae1 Section 7.4)
Prio	itenance ·ity: ments::		tion: Image: Compliant Image: Com

	AGE OF IN	ENDED USER
Type of Access	2-5 Year Old Users	5-12 Year Old Users
Ramps (not inte	nded to meet ADA/ABA	specifications)
Slope (vertical:horizontal)	<u>≤</u> 1:8	<u><</u> 1:8
Width (single)	>12"	> 16"
Width (double)	>30"	> 36"
Stairways		
Slope	< 50 deg	< 50 deg
Tread width (single)	> 12"	>16
Tread width (double)	<u>></u> 30"	>36
Tread depth (open riser	>7"	>8"
Tread depth (closed riser)	>7"	>8"
Vertical rise	>9"	<12"
Step Ladder		9. 194
Slope	50-75 deg	50-75 deg
Tread width (single)	12-21"	>16"
Tread width (double)	Not appropriate	>36"
Tread depth (open riser)	<u>></u> 7"	>3"
Tread depth (closed riser)	<u>></u> 7"	>6"
Vertical rise	<9"	<12"
Rung ladders		
Slope	75-90 deg	75-90 deg
Rung Width	>12"	>16"
Vertical rise	<12"	<12"
Rung diamiter	0.95-1.55"	0.95-1.55"
* entrapment recommendation a	pply to all openings in acce	ss components

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Ek Grove, CA 95624-9437 Phone (916) 547-0912 david@spease.com

Project:	Jurupa	Valley	Aquatic	Center
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PLAYGROUND SAFETY INSPECTION

Roofs Worksheet

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(Complete one worksheet per Structure) Roofs do not have Fall Height Requirements

Yes	№		Roofs are 8 Roofs that a Roofs that a designated 1 Roof suppor	are 84 inches above are an integral part play surfaces rt members are des	underlaying design the underlaying do of a play structure	esignated Play Surfa and less than 84 inc e climbing and have	nce may be any angle hes above the under no designated play	aying designated Pla	ay Surface have no
	ntenanc rity:	-	dition: Priority 1	🛛 Good, 🗌 Priority 2	Needs Repa	ir 🔀 Compliant			
	ments: sails pro		ome shade an	d are being inspec	ted as sail shade str	uctures.			
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Safeplay by design, Inc. 5665 Sheldon Road EK Grove, CA 55624-5937 Hone (915) 647-0912 darwdgspace.com

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November 2010

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	<u> </u>	Signs and Labe	ETY INSPECTION <u>Is Worksheet</u> for each Playground)			
Ves No N/A General (ASTM F 1487-07ae1 Sections 14 and 15) (CPSC #325-10 Section 2.2.6)						
Manufacturer: Lakela	and Company Inc.	an Landon and a state of the state		Magada ar an		
Custom Design by:				á cinan mell hárr vis sa rene c <mark>easta an all faidh á</mark> r an mar an	90099000 L	
Community Built:			۲۰۰۳ - ۲۰۰۰ -	4/14/		
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Project: Jurupa Valley Aquatic Center

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9666 Shedon Road Bik Grove, CA 95624-9437 Phone (916) 647-0912 david@passe.com www.spease.com	November

PLAYGROUND SAFETY INSPECTION

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Surfacing Material Worksheet (Complete one form per Playground)

Fall Heights (CPSC #325-10 Section Climbers and Horizontal ladders - the r Platforms - the maximum height is: Merry-Go-Round - the maximum heig Seesaws - the maximum attainable heig Spring Rockers - the height of the seat Swings - the height of the pivot point i	maximum height of the structure is: ht of any part on the perimeter is ght is: or designated play surface is:		<u> 114 </u>
Unacceptable surfacing materials (C Asphalt Concrete Unitary Materials Tile Mat	PSC #325-10 Section 2.4) Dirt Grass surfaces Poured-In-Place Bonded Wood Fiber	Artificial Turf w	to ASTM F 1292
Installation con Certificates of Complian AS	Pea Gravel Wood Mulch (non CCA treated) tallation erial is installed over hard surfacing. nplies with CPSC #325-10 Section 2. nce from the supplier stating that the s FM F 1292 - Impact Attenuation and a ed on file for all man made loose fill a	4.2.3 urfacing material complies w ASTM F 1951 - Accessibility	vith the requirements of
 * All loose fill materials must be level wear areas such as the ends of slides * Additional loose fill materials must I markings on the poles to indicate the NOTE: This worksheet only measures the depth of and from suppliers is only an approximatio value is to conduct Impact Attenuation Fiel 	uate: Yes No od Needs attention ed on a regular basis, (daily or weekly s and to cover all footings. be added regularly (once a year or as n e proper elevation of the fall materials the surfacing materials used and identifies n of surface Impact Values. The only way d Testing as specified by ASTM F 1292.	Product Depth: Product Depth: Additional M as required) to assure that the required) to maintain the required) to maintain the required, if not please refer to the attraction the product if possible. Depth of to be assured that the surfacing The California Playground Speci	Impact Test Yes No Impact Test Yes No Material required
Priority: Priority 1 Comments: See the Impact Test for more detail.	Priority 2 Priority 3 🕅	Compliant Appears t	o be Compliant - no Impact Test
	Safeplay by design, Inc. S665 Shedon Road Bit Grove, CA 95(24-94)7 Nove (2010) Cover (2010) Cover (2010) Cover (2010) November 2010 November 2010	Informa Registered Ländscape Architect #1284 SI Certified Playground Safety Trapector #15055-1012	

PLAYGROUND SAFETY INSPECTION Stationary Play Equipment Worksheet

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Type Talk Tubes Sand Boxes Sand Boxes Sand and Water Tables Activity Tables Activity Walls Play Panels Play Houses Benches Wheels Telescopes Megaphones Digger Toys Log Rolls Others Description - Elevated: Ship Whcel and Bench			Elevated	Elevated Accessible	Ground Lev		Ground Level Accessible		
			 ted:						
Ship	Wheel an	id Ben	<u>Ch</u>					Bardel (1961) MIT Foresan song giff by an g	
Desci Benci	r iption -	at Gr	ade:						
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Yes		N/A ⊠		the child to be st	anding or sitting	at ground level and to	maintain constant contact wi and adjacent equipment for p		
		\boxtimes				at are play functionally	linked are determined as if th	e separate	
		\boxtimes				y not infringe on the us	e zone of any other component	nt.	
Ξ		$\left \right\rangle$	Accessibility for 2-5 Ye Play Tables may provid Reach range is 20" to 30	e parallel approad	ch with a maxim	um height of 31 inches.		access)	
		XXXXX		leg clearance und al clearance under ght is 30" 40 " for 5-8 year o	er tables is 24" r tables is 17" old users (Wheel	chair access only, not a	DA/ABA 1008.4.3) ppropriate for Transfer system appropriate for Transfer syste		
Mair	itenance	Cond	lition: 🛛 Good	, <u></u> Neo	eds Repair				
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9666 Sheldon Road Elk Grove, CA 95624-9437 Phone (916) 689-8636 Fax (916) 689-8636 david@spease.com www.spease.com

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California Registered Landscape Architect #1284 NPSI Certified Playground Safety Inspector #15055-1012 California Licensed Contractor #783247 A, B, C 27

Playground Surfacing Test Report

(ASTM F 1292-04 Impact Attenuation)

There shall be one report for each play structure or functionally linked play structures and for each type of surface material. Each test shall comprise of a minimum of 3 impact locations per play space or type of surfacing material with three drops from the same height to the same point. ASTM F1292 requires that the G-max shall not exceed 200 and the HIC shall not exceed 1000 from the drop height stipulated by the owner/operator prior to purchase.

This Impact test is conducted with the Triax 2000 serial No 1395 with Calibration Certificate dated 6/30/09

Client				Site				
Diffenbaugh 6865 Airport Drive Riverside, CA 92504				Jurupa Valley Aquatic Center				
				4310 Camino Real Rubidoux, CA 92509				
								Date Installed:
Manufacturer/Supplier: Spectroturf			A THE ALL & PROJECT OF	Contractor: Unk	nown			
Date of Test:	3/22/2011	Ambient Temp.:	73	Surface Temp.:	and an and the part of the second	48		
					(6" depth loose fill)	(1/2" deep unitary)		
Weather Conditi	ions: Sunny	۲۰۰۶	-	Surface Condition	ns: Dry: 🛛 Wet	: Frozen:		
Comments:								
				۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ ۱۹۳۷ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ - ۲۰۰۹ -	۵۰۰ په دې کې ۲۰۰ مېله د د د کې			
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The drop height at each test location shall be the greater of the critical height for the surface material, the fall height for the play structure as stated in the relevant playground Standard or the height specified by the owner/operator prior to purchase. The drop height is physically measured. The drops are performed from the same drop height to the same point on the surface. The drop height, if not otherwise designated by the client, will be determined by the fall height of the adjacent designated play surface or fall height of the play component. (ASTM F 1292 Section 19.1.2) Unless other instructions are given, all tests are made at the fall height of the equipment as specified by ASTM F 1487.

"The results reported herein reflect the performance of the tested playground surface at the time of testing and at the temperature(s) and ambient conditions reported. Performance will vary with temperature, moisture content, and other factors." (ASTM F 1292)

Project: Jurupa Valley Aquatic Center

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DROP #	HEIGHT	DEPTH	DROP LOCATION	рното	GMAX	HIC	FT/SEC
1	108	5.25	Ship Bow	3222011 01	88.0	503.0	24.0
2					90.0	507.0	24.0
3				Confidence and a sub-result and a sub-resu	91.0	518.0	24.0
AV 2&3		Chain de linear			90.5	512.5	24.0
1	113	5.25	Port Side	3222011 02	105.0	683.0	24.7
2		and the second			106.0	679.0	24.7
3					107.0	696.0	24.7
AV 2&3					106.5	687.5	24.7
1	114	5	Starbord Side	3222011 03	98.0	606.0	24.8
2					95.0	572.0	24.8
3					96.0	561.0	24.8
AV 2&3					95.5	566.5	24.8

The results herin reflect the performance of the tested playground surface at the time of testing and at the temperature and ambient conditions reported. Performance will very with temperature, moisture content and other factors

Test performed by David Spease CPSI # 15055-1012

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Signature: ____

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This project complies with the requirements of ASTM F 1292 This project does not comply with the requirements of ASTM F 1292

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P.O. Box 1088, Tustin, CA 92781 P: 1-800-669-2585 License #795052 • www.davebang.com





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Del Mar Trails Park 5-12 PLAY AREA









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Design Number: C12038PM - Bill Of Material

Ref.			
No.	Part No.	Description	Quantity
1	ZZPM9726	PM SQUARE HAT POST BRACES	1
2	ZZPM9727	PM HEX HAT POST BRACES	1
	Posts		
3	ZZPM0016A	5in od x 120in Aluminum post W/ Riveted Cap	2
4	ZZPM0026A	5in od x 132in Aluminum post W/ Riveted Cap	1
5	ZZPM0036A	5in od x 144in Aluminum post W/ Riveted Cap	2
6	ZZPM0046A	5in od x 156in Aluminum post W/ Riveted Cap	2
7	ZZPM0047A	5in od x 156in Aluminum post w/o cap	1
8	ZZPM0057A	5in od x 168in Aluminum post w/o cap	4
9	ZZPM0067A	5in od x 180in Aluminum post w/o cap	1
10	ZZPM0129A	5in OD x 192in Aluminum Post W/O CAP	2
11	ZZPM0247A	5in OD x 201in SWAGED ALUMINUM POST	4
12	ZZPM0287A	5in od x 188in Swaged Aluminum Post	6
13	ZZPM0367	2ft POST EXTENSION FOOTER & CLAMP SUPPORT	10
	Decks & Kic	k Plates	
14	ZZPM0616	SQUARE COATED DECK ASSEMBLY	2
15	ZZPM0617	TRIANGULAR COATED DECK ASSEMBLY	3
16	ZZPM0619	HEX COATED DECK ASSEMBLY	2
17	ZZPM0646	DECK TO BOULDER BALCONY	1
18	ZZPM2530	12in DECK TO DECK KICK PLATE	1
19	ZZUN2290	COATED DECK TO DECK CONNECTION KIT	2
	ADA Items		
20	ZZPM2008	TRANSFER STATION w/BARRIERS (36in DECK)	1
21	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
	Slides		
22	ZZPM2658	GLIDE SLIDE (60in DECK)	1
23	ZZPM2696	GLIDE SLIDE (72in DECK)	1
24	ZZPM2727	TWIST AND SHOUT (48in DECK)	1
25	ZZPM2736	ONE PIECE 360 DEGREE PLASTIC SPIRAL SLIDE	1
26	ZZPM2805	ENTRY SUPPORT BRACKET	2.
27	ZZPM8060	SLIDING POLE (36in DECK)	1
	Activity Pane	els	
28	ZZPM4537	SPIN RACER PANEL (DECK LEVEL)	2
29	ZZPM4577	SINGLE POST SEAT	3
30	ZZPM4626	WINDOW PLANTER PANEL	1
	ZZPM4627	MAGNIFYING PLAY PANEL	1
	ZZPM4639	TREE HOUSE DOORWAY (GROUND LEVEL)	2
	ZZPM4647	TREE HOUSE BARRIER	2
	ZZPM6787	ANIMAL TUNES POST MOUNT PANEL	1
	Barriers		1
35	ZZPM4288	ACCESS GATE	3
55	Climbers		5
	Juniter 3		

C) PLAYWORLD SYSTEMS

Design Number: C12038PM - Bill Of Material

Ref. No.	Part No.	Description	Quantity
36	ZZPM6646	6ft MATRIX WALL	1
37	ZZPM6817	TREE HOUSE CLIMBER (60in DECK)	1
38	ZZPM6827	THE WILDWOOD CLIMBER (60in DK)	1
39	ZZPM8100	BEANSTALK CLIMBER (36in DECK)	1
40	ZZUN0167	ROCKBLOCKS DECK ACCESS SUPPORT (36in - 48in DECK)	1
41	ZZUN0177	ROCKBLOCKS Z SUPPORT (84in WALL)	1
42	ZZUN8357	ROCKBLOCKS KINKED WALL (84in)	1
43	ZZUN8396	12in STUMP	4
44	ZZUN8428	16in STUMP	2
	Ground Zer) Climbers	
45	ZZUN8236	ROCKBLOCKS END WALL (84in)	1
	Overhead Ev	vents	
46	ZZPM5850	90 DEGREE HORIZONTAL LOOP LADDER	1
47	ZZPM5970	OVERHEAD EVENT ACCESS LADDER (36in DECK)	1
	Bridges		
48	ZZPM6967	6ft GEO ARCH BRIDGE	1
49	ZZPM7080	6ft CATWALK	1
	Audible Acti	vities	
50	ZZPM4467	GROUND TO GROUND BABBLE-ON	1
51	ZZPM4556	7in BELL (POST MOUNT)	1
	Roofs & Arcl	hes	
52	ZZPM9716	SQUARE HAT SHADE (PM)	1
53	ZZPM9717	HEX HAT SHADE (PM)	1
54	ZZPM9807	LARGE TREE TOPPER	8
	Stairs and L	adders	
55	ZZPM9170	24in Accessible Stepped Platform (Deck to Deck)	1



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Page 2 of 2

Design Number: C12038PM - Compliance and Technical Data Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	⁺ Total Weight (lbs)	Pre- Post- Consumer Recycled Content (Ibs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZPM9726	1	PM SQUARE HAT POST BRACES	Certified	104.30		342	0	1.00	0.00	0
2	ZZPM9727	1	PM HEX HAT POST BRACES	Certified	156.40		512	0	1.00	0.00	0
3	ZZXX0175	1	5-12 YEARS OLD RISK MANAGEMENT SIGN	Certified	42.75		212	0	1.00	0.07	0
4	ZZPM0016A	2	5in OD X 120in ALUMINUM POST W/ RIVETED CAP	Certified	58.82		169	0	2.00	0.26	0
5	ZZPM0026A	1	5in OD X 132in ALUMINUM POST W/ RIVETED CAP	Certified	34.21		99	0	1.00	0.13	0
6	ZZPM0036A	2	5in od X 144in Aluminum Post W/ Riveted cap	Certified	70.82		198	0	2.00	0.26	0
7	ZZPM0046A	2	5in OD X 156in ALUMINUM POST W/ RIVETED CAP	Certified	74.62		266	0	2.00	0.26	0
8	ZZPM0047A	1	5in OD X 156in ALUMINUM POST W/O CAP	Certified	36.41		124	0	1.00	0.13	0
9	ZZPM0057A	4	5in OD X 168in ALUMINUM POST W/O CAP	Certified	157,64		419	0	4.00	0.48	0
10	ZZPM0067A	1	5in OD X 180in ALUMINUM POST W/O CAP	Certified	44.41		143	0	1.00	0.13	0
11	ZZPM0129A	2	5in OD x 192in ALUMINUM POST W/O CAP	Certified	93.02		238	0	2.00	0.24	0
12	ZZPM0247A	4	5in OD x 201in SWAGED ALUMINUM POST	Certified	205.24		723	0	4.00	0.48	0
13	ZZPM0287A	6	5in OD x 188in SWAGED ALUMINUM POST	Certified	235.68		712	0	6.00	0.72	0
14	ZZPM0367	10	2ft POST EXTENSION FOOTER & CLAMP SUPPORT	Certified	205.80		343	0	2.50	0.00	0
15	ZZPM0616	2	SQUARE COATED DECK ASSEMBLY	Certified	180.72		451	8	2.00	0.00	0
16	ZZPM0617	3	TRIANGULAR COATED DECK ASSEMBLY	Certified	139.20		538	6	3.00	0.00	0
17	ZZPM0619	2	HEX COATED DECK ASSEMBLY	Certified	458,52		1,364	16	4.00	0.00	0
18	ZZPM0646	1	DECK TO BOULDER BALCONY	Certified	91.40		294	1	1.00	0.00	1
19	ZZPM2530	1	12in DECK TO DECK KICK PLATE	Certified	11.95		23	0	0,25	0.00	0
20	ZZUN2290	2	COATED DECK TO DECK CONNECTION KIT	Certified	0.58		9	0	1.00	0.00	0
21	ZZPM2008	1	TRANSFER STATION w/BARRIERS (36in DECK)	Certified	204.88		462	2	2.00	0.09	0
22	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83		76	1	1.00	0.04	0
23	ZZPM2658	1	GLIDE SLIDE (60in DECK)	Certified	147.29		747	2	2.00	0.03	1

BPLAYWORLD

Design Number: C12038PM - Compliance and Technical Data Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	े Total Weight (lbs)	Pre- Post- Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
24	ZZPM2696	1	GLIDE SLIDE (72in DECK)	Certified	163.44		866	2	2.00	0.03	1
25	ZZPM2727	1	TWIST AND SHOUT (48in DECK)	Certified	185.20		846	4	3.00	0.06	1
26	ZZPM2736	1	ONE PIECE 360 DEGREE PLASTIC SPIRAL SLIDE	Certified	897.09		1,973	3	6.00	0.16	1
27	ZZPM2805	2	ENTRY SUPPORT BRACKET	Certified	33,88		139	0	1.00	0.00	0
28	ZZPM8060	1	SLIDING POLE (36in DECK)	Certified	66.27		177	1	1.00	0.03	1
29	ZZPM4537	2	SPIN RACER PANEL (DECK LEVEL)	Certified	127.80		993	6	2.00	0.00	2
30	ZZPM4577	3	SINGLE POST SEAT	Certified	68.46		233	3	1.50	0.00	3
31	ZZPM4626	1	WINDOW PLANTER PANEL	Certified	57.25		472	2	0.50	0.00	1
32	ZZPM4627	1	MAGNIFYING PLAY PANEL	Certified	49.08		507	2	0.50	0.00	1
33	ZZPM4639	2	TREE HOUSE DOORWAY (GROUND LEVEL)	Certified	73.02		699	4	1.00	0.00	2
34	ZZPM4647	2	TREE HOUSE BARRIER	Certified	104.24		765	0	1.00	0.00	0
35	ZZPM6787	1	ANIMAL TUNES POST MOUNT PANEL	Certified	29.62		706	2	1.00	0.00	1
36	ZZPM4288	3	ACCESS GATE	Certified	103.14		286	0	1.50	0.00	0
37	ZZPM6646	1	6ft MATRIX WALL	Certified	119.89		269	3	2.00	0.06	1
38	ZZPM6817	1	TREE HOUSE CLIMBER (60in DECK)	Certified	138.23		929	2	2.00	0,06	1
39	ZZPM6827	1	THE WILDWOOD CLIMBER (60in DK)	Certified	187.90		1,078	6	2.50	0.09	1
40	ZZPM8100	1	BEANSTALK CLIMBER (36in DECK)	Certified	80.97		300	2	1.50	0.03	1
41	ZZUN0167	1	ROCKBLOCKS DECK ACCESS SUPPORT (36in - 48in DECK)	Certified	43.86		83	1	1.00	0.13	1
42	ZZUN0177	1	ROCKBLOCKS Z SUPPORT (84in WALL)	Certified	39.41		71	0	1.00	0.13	0
43	ZZUN8357	1	ROCKBLOCKS KINKED WALL (84in)	Certified	107.07		1,000	4	0.50	0.00	1
44	ZZUN8396	4	12in STUMP	Certified	203.88		544	4	4.00	0.12	4
45	ZZUN8428	2	16in STUMP	Certified	107.88		295	2	2.00	0.06	2
46	ZZBD0015	1	RIDGE BOULDER	Certified	7,830.00		8,566	4	2.00	1.66	1
47	ZZBD0027	1	ORIGINS ROCK LOG	Certified	3,300.00		4,015	5	2.00	0.00	1
48	ZZUN8236	1	ROCKBLOCKS END WALL (84in)	Certified	103.89		718	2	1.00	0.13	1
49	ZZPM5850	1	90 DEGREE HORIZONTAL LOOP LADDER	Certified	72.66		263	2	1.00	0.00	1



Design Number: C12038PM - Compliance and Technical Data Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-P Consume Recycled Cor (Ibs)		t Users	Install Hours	Concrete (Yds3)	Active Play Events
50	ZZPM5970	1	OVERHEAD EVENT ACCESS LADDER (36in DECK)	Certified	26.16		79	1	1.50	0.06	0
51	ZZPM6967	1	6ft GEO ARCH BRIDGE	N/A			997				
52	ZZPM7080	1	6ft CATWALK	Certified	253.68		545	3	2.50	0.00	1
53	ZZPM4467	1	GROUND TO GROUND BABBLE-ON	Certified	45.47		268	2	1.50	0.00	1
54	ZZPM4556	1	7in BELL (POST MOUNT)	Certified	4.93		45	1	0.25	0.00	1
55	ZZPM9716	1	SQUARE HAT SHADE (PM)	Certified	362.30		3,082	0	9.00	0.00	0
56	ZZPM9717	. 1	HEX HAT SHADE (PM)	Certified	505.60		3,598	0	9.00	0.00	0
57	ZZPM9807	8	LARGE TREE TOPPER	Certified	240.24		1,690	0	4.00	0.00	0
58	ZZPM9170	1	24in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	Certified	174.86		498	1	2.00	0.00	0
				Totals:	18,697.87	1,445	1,641 46,058	110	121.00	6.12	35
					8,414.04	(g 650 Kg	738 Kg 46	Metric T	ons	4.65	m3



Design Number: C12038PM - Compliance and Technical Data Reference Document: ASTM F1487

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

ASTM F1487

The lay-out for this custom playscape, design number C12038PM, 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. 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.



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Design Number: C12037PM - Bill Of Material

Ref. No.	Part No.	Description	Quantity
1	ZZPM9726	PM SQUARE HAT POST BRACES	1
	Posts		
2	ZZPM0026A	5in od x 132in Aluminum Post W/ Riveted Cap	4
3	ZZPM0057A	5in od x 168in Aluminum post w/o cap	3
4	ZZPM0238A	5in OD x 176in SWAGED ALUMINUM POST	4
5	ZZPM0357A	5in x 84in Aluminum Post w/CAP	4
6	ZZPM0367	2ft POST EXTENSION FOOTER & CLAMP SUPPORT	4
	Decks & Kic	k Plates	
7	ZZPM0616	SQUARE COATED DECK ASSEMBLY	1
8	ZZPM0617	TRIANGULAR COATED DECK ASSEMBLY	3
9	ZZUN2290	COATED DECK TO DECK CONNECTION KIT	1
	ADA Items		
10	ZZPM2008	TRANSFER STATION w/BARRIERS (36in DECK)	1
11	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
	Slides		
12	ZZPM2727	TWIST AND SHOUT (48in DECK)	1
13	ZZPM3126	GLIDE SLIDE (48in DECK)	1
14	ZZPM3129	90 DEGREE GLIDE SLIDE (36in DECK)	1
	Activity Pan	els	
15	ZZPM4446	SLIDE-N-LEARN PANEL	1
16	ZŻPM4639	TREE HOUSE DOORWAY (GROUND LEVEL)	1
	Climbers		
17	ZZPM7439	Rock Climber (48in Deck)	1
18	ZZPM8140	SPIRAL CLIMBER (36in DECK)	1
	Bridges		
19	ZZPM6967	6ft GEO ARCH BRIDGE	1
	Audible Activ	vities	
20	ZZPM4467	GROUND TO GROUND BABBLE-ON	1
21	ZZPM4587	DRUM PANEL (GROUND LEVEL)	1
22	ZZPM4589	BELL PANEL (GROUND LEVEL)	1
23	ZZPM4607	CHIME PANEL (GROUND LEVEL)	1
	Roofs & Arcl	hes	
24	ZZPM9716	SQUARE HAT SHADE (PM)	1
25	ZZPM9807	LARGE TREE TOPPER	3
	Stairs and La		
26	ZZPM9168	12in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	1



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Design Number: C12037PM - Compliance and Technical Data Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	⁺ Total Weight (lbs)	Pre- Post- Consumer Recycled Content (Ibs)	CO2e Footprint (kgs)	Users	Instali Hours	Concrete (Yds3)	Active Play Events
1	ZZPM9726	1	PM SQUARE HAT POST BRACES	Certified	104.30		342	0	1.00	0.00	0.
2	ZZXX0165	1	2-5 YEARS OLD RISK MANAGEMENT SIGN	Certified	42.75		212	0	1.50	0.07	0
3	ZZXX0175	1	5-12 YEARS OLD RISK MANAGEMENT SIGN	Certified	42.75		212	0	1.00	0.07	0
4	ZZXX0260	2	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	Certified	16.74		126	2	0.50	0.00	2
5	ZZXX0265	2	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	Certified	22.62		213	2	0.50	0.00	2
6	ZZXX0287	1	5in OD 2-UNIT ALUMINUM ARCH SWING W-8ft TOP RAIL	Certified	213.80		1,153	0	3.00	0.52	0
7	ZZXX0370	1	5in OD ALUMINUM ARCH SWING 2-UNIT ADD-A-BAY	Certified	145.40		769	0	3.00	0.26	0
8	ZZXX0421	1	ACCESSIBLE E-Z DIGGER	Certified	47.95		333	1	2.00	0.10	1
9	ZZPM0026A	4	5in OD X 132in ALUMINUM POST W/ RIVETED CAP	Certified	136.84		396	0	4.00	0.52	0
10	ZZPM0057A	3	5in OD X 168in ALUMINUM POST W/O CAP	Certified	118.23		314	0	3.00	0.36	0
11	ZZPM0238A	4	5in OD $ imes$ 176in SWAGED ALUMINUM POST	Certified	193.64		572	0	2.00	0.48	0
12	ZZPM0357A	4	5in x 84in ALUMINUM POST w/CAP	Certified	77.48		249	0	4.00	0.48	0
13	ZZPM0367	4	2ft POST EXTENSION FOOTER & CLAMP SUPPORT	Certified	82.32		137	0	1.00	0.00	0
14	ZZPM0616	1	SQUARE COATED DECK ASSEMBLY	Certified	90,36		226	4	1.00	0.00	0
15	ZZPM0617	3	TRIANGULAR COATED DECK ASSEMBLY	Certified	139.20		538	6	3.00	0.00	0
16	ZZUN2290	1	COATED DECK TO DECK CONNECTION KIT	Certified	0.29		4	0	0.50	0.00	0
17	ZZPM2008	1	TRANSFER STATION w/BARRIERS (36in DECK)	Certified	204.88		462	2	2,00	0.09	0
18	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83		76	1	1.00	0.04	0
19	ZZPM2727	1	TWIST AND SHOUT (48in DECK)	Certified	185.20		846	4	3.00	0.06	1
20	ZZPM3126	1	GLIDE SLIDE (48in DECK)	Certified	131.54		654	2	2.00	0.03	1
21	ZZPM3129	. 1	90 DEGREE GLIDE SLIDE (36in DECK)	Certified	108.54		557	2	2.00	0.03	1
22	ZZPM4446	1	SLIDE-N-LEARN PANEL	Certified	79.60		683	1	1.00	0.00	1
23	ZZPM4639	1	TREE HOUSE DOORWAY (GROUND LEVEL)	Certified	36.51		350	2	0.50	0.00	1
				_ APL	AYWORLD						

- **Gøsystems**

Design Number: C12037PM - Compliance and Technical Data Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	∵ Total Weight (lbs)	Pre-F Consume Recycled Con (lbs)		CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
24	ZZPM7439	1	ROCK CLIMBER (48in DECK)	Certified	153.48			749	3	2.00	0.03	1
25	ZZPM8140	1	SPIRAL CLIMBER (36in DECK)	Certified	91.17			205	2	1.50	0.04	1
26	ZZPM6967	1	6ft GEO ARCH BRIDGE	N/A				. 997				
27	ZZPM4467	1	GROUND TO GROUND BABBLE-ON	Certified	45.47			268	2	1.50	0.00	1
28	ZZPM4587	1	DRUM PANEL (GROUND LEVEL)	Certified	62.86			545	2	1.00	0.00	· 1
29	ZZPM4589	1	BELL PANEL (GROUND LEVEL)	Certified	61.21			498	2	1.00	0.00	1
30	ZZPM4607	1	CHIME PANEL (GROUND LEVEL)	Certified	73.25			573	2	1.50	0.00	1
31	ZZPM9716	1	SQUARE HAT SHADE (PM)	Certified	362.30			3,082	0	9.00	0.00	0
32	ZZPM9807	3	LARGE TREE TOPPER	Certified	90.09			634	0	1.50	0.00	0
33	ZZPM9168	1	12in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	Certified	94.46			363	1	1.50	0.00	0
				Totals:	3,291.06	775	739	17,339	43	63.00	3,18	16
					1,480.98 K	g 349 Kg	333 k	(g 17 i	Metric T	ons	2.42	m3



Design Number: C12037PM - Compliance and Technical Data Reference Document: ASTM F1487

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

ASTM F1487

The lay-out for this custom playscape, design number C12037PM, 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. 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.



PLAYWERLD[®] The world needs play.[®]

Modular Playground Systems





For over 30 years, Playworld has been designing quality, innovative, safe playgrounds for kids ages 5 to 12 years. From ground-based play to the thrill of heights, our playgrounds have a variety of activities to keep all kids challenged and entertained.

Designed to Meet a Variety of Needs and Budgets.

Playmakers® - Our signature playstructures, Playmakers are ideal for larger spaces.

- Designed around a bold, impressive 5" (127mm) O.D. post and large 48" (1,22m) square decks.
- Available in Steel or Aluminum posts.

Challengers[®] - The industries first 3.5" (89mm) post system.

- Challengers are an outstanding value for smaller spaces.
- Designed around a strong 3.5" (89mm) O.D. post and roomy 36" (0,91m) square decks.
- Available in Steel or Aluminum posts.

www.PlayworldSystems.com 800.233.8404 570.522.9800

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sh05201 Modular Playground Systems 1/09

PLAYWERLD° The world needs play.°

Active Accessibility



The Experts at Playworld[™] can help you design an accessible playground

Provide access to half of the elevated activities on the structure.

Make one of each type of ground-level activity accessible.

• You must provide a specific number of accessible ground-level play components based on the number of elevated play components in your play area.

Provide an accessible route to the play structure.

• The presence of an accessible surfacing is often the determinant of whether or not a ground-level or elevated play component is accessible.

Provide an accessible route to the playground.

• Include an accessible path leading onto the safety surfacing of the playground.





www.PlayworldSystems.com 800.233.8404 570.522.9800

For more information, the Federal Access Board's Accessibility Guidelines for Public Play Areas clarifies how to meet the ADA. Visit the U.S. Architectural and Transporation Barriers Compliance Board's web site at: www.access-board.gov

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ssh02405 1/09 - Playground Accessibility

ORIGINS"

- Children who play regularly in natural environments show more advanced coordination, balance and agility³. Origins Boulders help kids build these essential skills with its realistic angles, crevices, and routes.
- Designed with natural handholds and footholds with easy to grip texture that will not wear with excessive use.
- Natural earth tones blend in beautifully with your playspace's outdoor surroundings.
- Patented PolyFiberCrete[®] creates the ultimate durable, non-slip climbing surface.
- Adds a striking visual and physical impact to any landscape.
- Virtually maintenance-free and back by industry-best 10-year warranty.

Rock-like Material

Boulders are manufactured from solid, precast PolyFiberCrete®. This revolutionary material is extremely durable and provides the ultimate climbing texture. It's nonabrasive, but its coarse texture provides a nonslip grip and high traction for climbers. Boulders are cast in molds, which allow us to produce a high quality product time and time again. After the boulder is removed from the mold, the surface is lightly sandblasted. Entrained air voids or air bubbles are incorporated into the PolyFiberCrete giving them the ideal climbing texture. These air voids are exposed once the boulders are sandblasted. The sandblasting also removes any sharp edges on the boulders.

Boulder Colors:



Desert Sand



Boulder Maintanance

Boulders require a minimum amount of maintenance. If loose debris, dirt or moss begins to collect on the climbing surface it could hinder the grip of a climber. Simply wash the boulders with a power washer to clear away collected debris and keep your boulders looking and feeling like new.

Periodic inspections should be conducted to evaluate the boulder and the condition of resilient landing zone surfacing. Unlike resin or Glass Fiber Reinforced Concrete (GFRC) boulders, you never need to worry about damaging or wearing through the surface layer of a PolyFiberCrete boulder. With PolyFiberCrete, the same material is utilized throughout the entire boulder. If a boulder is vandalized, clean the surface with a wire brush and touch up the color. It's that easy. No patching or adding material is required.

te, Randy, * Benefitis for Children of Play in Nature. * Feasibility, Design and alting Services for Leasure, Entertainment, Play, Learning and MixO-we Projects. 10 July 2010. < http://gruine.white/hitchinson.com/children/articles/benefits/schml-

he world needs play

Bonders



Ridge Boulder 0

A platform at the top rewards climbers with a high-flying place to hang out.

- . Handholds and footholds guide climbers up and around
- · Unique angles encourage safe risk-taking

Stand-alone product specifications:

ZZBD0015

WEIGHT) 7,830 lbs. (3551kg) SIZE) 7:5" x 5' 2" x 6' (2,26m x 1,58m x 1,83m) AGE] 5-12 TO INSTALL } 2 hours

ASTM F1487 CPSC Pub.325 CAN/CSA-Z614 EN1176

Tower Boulder

Simple routes provide an easy climb to the top.

Built-in cave makes for fun exploration on the ground
Will also connect to your playstructure

Stand-alone product specifications:

ZZBD0014

WEIGHT), 4,640 lbs. (2105kg)

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stze.) 5' 4" x 4' 1" x 6' 2" (1,62m x 1,24m x 1,88m)
AGE.) 5-12
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TO INSTALL 2 hours
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ASTM F1487 CPSC Pub.325 CAN/CSA-2614 EN1176

Castle Boulder

Our tallest Boulder puts kids' problem-solving skills to the test.

- · Challenging routes offer more adventure for bigger kids
- · Creative angles and crevices appeal to younger climbers

Stand-alone product specifications:

ZZBD0016

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WEIGHT } 13,920 lbs. (6313kg)
SIZE } 8' 8" x 4" 8" x 7' 9" (2,64m x 1,42m x 2,36m)
AGE } 5-12
```

TO INSTALL } 2 hours

ASTM F1487 CPSC Pub.325 CAN/CSA-Z614 EN1176

Bench Boulder 6

Great for all skill levels.

- · Easy-to-climb activity for younger children
- · Natural alternative to commercial seating

Stand-alone product specifications:

ZZBD0012

WEIGHT } 1,160 lbs. (527kg)

stze] 3' 3" x 2' 5" x 1' 8" (0,99m x 0,74m x 0,51m)

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AGE] 2-12
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TO INSTALL ] 2 hours
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ASTM F1487 CPSC Pub.325 CANCSA-2614, EN1176
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Picnic Boulder 🚯

The wide, flat surface is great for hanging out with friends.

- Built-in cave allows for easy wheelchair access and makes a great place to explore
- Will also connect to your playstructure
- Handholds and footholds make it easy and safe for the smallest climbers

Stand-alone product specifications: ZZBD0013

```
WEIGHT } 4,690 lbs. (2127kg)
size } 8' 11" x 4' 8" x 3' (2,72m x 1,42m x 0,91m)
AGE } 2-12
TO INSTALL } 2 hours
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ASTM F1487 CPSC Pub.325 CAN/CSA-Z614 EN1176



Children who play regularly in natural environments show more advanced coordination, balance, and agility. We created Origins Boulders to help kids build these essential skills. Patented PolyFiberCrete® creates a durable, non-slip surface that looks and feels just like real rock.

(White, Randy. "Benefits for Children of Play in Nature." Feasibility, Design and Consulting Services for Leisure, Entertainment, Play, Learning and Mix-use Projects. Web. 20 July 2010. < http://www.whitehutchinson.com/children/articles/benefits.shtml>.)



Rock Log

The flex-design lets you turn it into a balance beam, a bridge, or a bench.

- Promotes fitness and social play: Kids can sit, walk, climb and jump into a new adventure
- Looks like a real wood log, but without the maintenance worries of one

Stand-alone product specifications: ZZBD0027

WEIGHT } 3300 lbs. (1497kg) SIZE } 9' 6" x 3' 9" x 2' 7" (2,9m x 1,14m x 0,79m) AGE } 2-12 TO INSTALL } 2 hours



Page 10 of 20

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The world needs play

E O P. I. I. C. P. P. S. C. P. P. S.



WILDWOOD CLIMBER

- Children can pretend that they're Jack climbing the giant beanstalk, or a tiny ant making its way up a tree. This unique climber adds tremendous visual appeal to the nature-themed playaround. Children can imagine that they are climbing the roots of a glant tree, or they can crawl underneath to explore or hide.
- This ground-to-deck access climber features molded details like insects and knots to add to the visual impact and broaden the opportunity for imaginative play.
- This climber is not exclusive to nature-themed playgrounds; it can be used in any of our current layouts.
- Connects to 48" (1,22m) & 60" (1,52m) decks; 48" (1,22m) version is not available in surface mount.
- Available in Playmakers[®] and Challengers[®].

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Combines a rotomolded plastic climber with a two-color sheet plastic panel.



NATURE HUNT PANEL

- Panel features images of various nature-themed items. These items are hidden around the playground as colorful, playful castings that children can search for and discover.
- Children will love running around the playground looking for the hidden icons. Promotes shape recognition and cognitive thinking.
- Children can pretend that they are scientists studying animals in their natural habitat, or imagine that they are an animal searching for their woodland friends.
- Teach children about nature and science. Where do animals live? What do they eat? What do they look like?
- This panel is not exclusive to Nature themed playgrounds and can be used in any of our current layouts.
- Available as a deck and ground-level panel, fitting under a standard 48" (1,22m) deck.
- Component is made of two-color sheet plastic with a realistic woodgrain pattern, as well as a fiberglass panel featuring colorful graphics.
- The ten cast aluminum icons are powder-coated in bright, superdurable colors. To keep the challenge fresh, the icons can be swapped between their locations using new rivets and the pop rivet tool that is included FREE.





VINE CLIMBER

- This modular component adds tremendous visual appeal to the playground while enhancing the nature theme.
- Children will feel like they are climbing through a thick forest of trees or making their way through a tangle of vines as they navigate their way through and up the climber to the top of the trees.
- Rotomolded plastic log steps give children a destination when they are climbing through the forest canopy, creating a great resting spot or lookout point.
- · Ropes aid children as they move from tree to tree.
- Enhances gross motor skills, upper body strength, balance and coordination.
- This modular climber is not exclusive to nature-themed playgrounds; it can be used in any of our current layouts and can also be utilized as a freestanding climber.
- This modular climber is available as:

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- · Ground to 48" (1,22m) Deck (steel only)
- Ground to 60" (1,52m) Deck (steel only)
- · Ground to 72" (1,83m) Deck (steel only)
- 72" (1,83m) Deck to Deck Climber (steel, plastic and ropes)
- 120" (3,05m) Deck to Deck Climber (steel, plastic and ropes)
- Ground-to-Deck with ropes and rotomolded plastic log steps, compatible with any deck height up to 72" (1,83m)
- Freestanding vine climber: a modular combination of any of the above



TREE HOUSE CLIMBER

- This component looks just like a hand-made ladder to a tree house, making kids feel as though they have their own hideout or club house in a true forest setting.
- · Supports free play and encourages exploring.
- Climber is not exclusive to Nature theme playgrounds and can be used in any of our current layouts.
- This component, with its tree house theme, encourages inclusive, cooperative play.
- Allows for ground-to-deck access from 48" (1,22m) to 96" (2,44m).
- Features two-color plastic with realistic wood-grain pattern and RockBlocks® handholds.





MAGNIFYING PANEL

 Children are encouraged to explore as they collect items from the playground, including leaves, rocks, and bugs, and examine them closely using the panel's strong magnifying lens.

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- · A child can pretend to be a scientist or wilderness explorer discovering new plant life, valuable minerals, or never-before-seen insects.
- This panel creates an educational opportunity. In a supervised setting, an instructor has the opportunity to teach about nature/science. What kind of textures do we see in these leaves? How many legs does this bug have?, etc.
- This is the only modular component in the industry to introduce this kind of play activity to the playground. The magnifying play panel is not exclusive to Nature theme playgrounds, it can be used in any of our current layouts.
- Available as a ground-level panel only, fitting under a standard 48" (1,22m) deck.
- Features rotomolded plastic and two-color plastic with realistic woodgrain pattern.



WINDOW PLANTER PANEL

- Panel features a rotomolded plastic planter where children can plant seeds and watch them as they sprout and grow, creating a wonderful educational opportunity while enhancing the natural theme of the playstructure.
- In a supervised setting, this panel gives the instructor an opportunity to teach about nature and science. How do plants grow? Why do we need to water them? How can we help them grow?
- This is the only modular component in the industry to introduce this kind of play activity, bringing real nature into the playground.
- This panel is not exclusive to the nature-themed playgrounds; it can be used in any of our current layouts.
- Available as a ground-level panel only, fitting under a standard 48" (1,22m) deck.
- Features two-color plastic with a realistic wood-grain pattern, as well as a rotomolded plastic planter.



NATURE SOUNDS PANELS

- · Kids spin the knob to hear their favorite nature sounds, transporting them and their imagination deep into the forest.
- Available as a full panel, half panel, and stand-alone post version. Supports free play and exploring.
- · Panel features fun, nature-themed graphics using two-color sheet plastic with a realistic wood grain pattern.
- In a supervised setting, this panel gives the instructor an opportunity to teach about nature and science. What does the jungle sound like? What does a windy day sound like?
- This electronic play event, which complements our existing KPE line, features a play activity that no competitor can offer.
- This panel is not exclusive to Nature theme playgrounds, it can be used in any of our current layouts.
- · Perfect play activity for inclusive play.

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· Features a self-powered audio play component.





TREE HOUSE BARRIER

- This barrier looks just like a window in a tree house, making kids feel as though they have their own hideout or club house in a true forest setting.
- Supports free play and encourages exploring.
- Tree house barrier is not exclusive to Nature theme playgrounds and can be used in any of our current layouts.
- · This component, with its tree house theme, encourages inclusive, cooperative play.
- · Available as a deck-level component only.
- Features two-color plastic as well as perforated steel that allows for ٠ parental supervision.



TREE HOUSE DOORWAY

- This panel looks just like a doorway in a tree house, making kids feel as . though they have their own hideout or club house in a true forest setting.
- Supports free play and encourages exploring.
- Tree house doorway is not exclusive to Nature theme playgrounds ۰ and can be used in any of our current layouts.
- This component, with its tree house theme, encourages inclusive, ٠ cooperative play.
- · Available as a ground-level component only.
- Features two-color plastic with realistic wood-grain pattern. .





TREE TOPS



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- These tree tops add visual impact to any playground while also enhancing the nature theme. The regular tree tops help to make the playstructure look like it is located in the forest; cactus tree tops turn the playstructure into a desert oasis; palm tree tops transform the structure into a tropical playground.
- The tree tops help children imagine that they are truly playing among the trees while providing additional shade from the sun.
- · Single post mount
- Regular tree tops are available in two different sizes (small and large). Cactus and Palm Tree Tops are available in one size only. All are available for Playmakers[®] and Challengers[®].
- The Tree Tops are not exclusive to nature-themed playgrounds; they can be used in any of our current layouts.
- All tree tops are made with rotomolded plastic.



Hat Shade

Industry's Best Shade

- Available in two styles, hex and square. 1. Hex Hat Shade
 - Actual shaded area covered = 152 square feet 2. Square Hat Shade
 - Actual shaded area covered = 137 square feet
- All Hat Shades equipped with knitted, heavyduty fabric that withstands wind loads up to 150 mph (240Km/hr) with appropriate footings and 30 lbs (14kg) of snow per square foot (929 cm²).
- The catenary rope and knitted fabric are all made from the same high density, polyethylene material, and features the following advantages:
 - 1. All components perform equally in wide temperature range, thus preventing stress to form on any one part.
 - 2. Eliminates the common problem of abrasion between metal cable and fabric that you'll see in some competitors' shade.
- Installation is approximately 2 hours with a two-person crew.

Industry's Best Fabric

- One-piece fabric for maximum square foot of shade coverage, blocking 94% of sunlight and protecting children from harmful UV rays.
- The fabric is knitted from a high density, polyethylene monofilament, infused with UV inhibitors.

[Note: knitted fabric (versus woven) is superior because it has more flexibility but will not distort or sag over time. It also distributes force evenly and will not abrade.]

- Choose one of four fabric colors: blue, yellow, beige or green. These match Playworld's rotomolded plastic colors.
- The fabric can be taken down if needed, which should only take approximately 1/2 hour with a two-person crew.
- For Playmakers and Challengers playstructures, the fabric is the same size and quality (only the posts are different sizes).





Industry's Best Frame

- Features a catenary design system that suspends the fabric away from any structural material, thus preventing fabric abrasion.
- There are no steel cables at the perimeter of the frame to cause failure.
- Single point tensioning system (the cap at the very top of the structure) ensures easy installation and even tension on fabric.
- Choose any one of Playworld's sixteen post colors.

PLAYWORLD

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ECO-ARMOR"

The world needs play.°

Playworld Systems is proud to have eliminated 99.999% of PVCs from our equipment*. And we will remove the remaining .001% as soon as alternative supplies are available.

How can we do this? With Eco-Armor[™], our durable, thermoplastic Polyethylene (PE) coating. PE coatings like Eco-Armor average 38% lower carbon footprint than PVC coatings on playground components. Playworld Systems has Joined the ranks of other major corporations like Wal-Mart, Sony, Apple, and Toyota to eliminate PVC from the environment.



Eco-Armor's Features & Benefits:

- Environmentally friendly Eco-Armor has no PVC, phthalates, lead or cadmium, all of which can be potentially harmful components of PVC and impact our environment and wellness.
 - Eco-Armor meets California, Washington and other state and federal requirements for phthalates and heavy metal content.
- Durable -- Eco-Armor is more wear-resistant than PVC. PE coating will last as long as PVC.
- Weather-able Eco-Armor is unaffected by extreme changes in temperature. Extreme cold (to -20°F) cycle testing indicates no cracking or loss of adhesion to the metal substrate.
- Stays clean Eco-Armor is less porous than PVC, which makes the surface less conducive to growth of mold and accumulation of dirt.
- Superior finish Eco-Armor's PE coating process improves the finish as compared to PVC, because it eliminates drips and runs.
- Slip-resistant Eco-Armor is slip-resistant due to its textured finish.

Eco-Armor Technical Specifications:

Functionalized PE, copolymer-based, thermoplastic powder coating; Eco-Armor is designed for maximum mechanical performance, impact-resistance and UV stability with the following performance properties:

Flexibility (conical mandrel)ASTM D 5221/8", no cracks (greater than 32%)AdhesionASTM D 4541800 psiImpact-resistanceASTM D 2794Greater than 320 in-lbsGlossASTM D 52312Taber abrasionASTM D 406026 (mg loss, CS 17 wheel)Tensile strengthASTM D 6383482 psi% ElongationASTM D 63813%Humidity-resistanceASTM D 2247No blistering or loss of gloss after 1000 hoursSalt sprayASTM B 117No significant change in color or gloss after 2000 hours	Property		ting Method Results	1
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* Based on total weight of products shipped.

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PLAYWØRLD[°] The world needs play.[°]

Stainless Steel Hardware





Electronic batching ensures correct counts in your shipment.







Strong and Durable!

- All stainless steel.
- Will never rust or corrode.
- Premium grade for maximum durability.
- Tamper-resistant bolts on all clamps and exposed connections.
- Locking nuts inhibit loosening during use.

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ssh05095 3/09 - Stainless Steel Hardware

Decks, Platforms and Stairs 100% PVC-FREE, Eco-ArmorTM coated playsystem components





Environmentally-friendly:

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- PVC-free, durable, thermoplastic Polyethylene (PE) coating.
- Averages a 38% lower carbon footprint than PVC coatings.
- Eco-Armor coating contains no PVC, phthalates, lead or cadmium, all of which can be potentially harmful components of PVC and impact our environment and wellness. (Exceeds California, Washington and other U.S.A. state and federal requirements for phthalates and heavy metal content.)

Strong and durable:

- 12-gauge, single-piece, perforated-steel components with flange-formed edges for extra safety.
- Reinforced with extra support beams for maximum strength and minimum flexing.
- 1/4" perforation holes eliminate potential finger entrapment.
- More wear-resistant than PVC-coated components, so a thinner PE coating (such as Eco-Armor) will last as long as PVC.
- Unaffected by extreme changes in temperature. (Extreme cold, to -20°F, cycle testing indicates no cracking or loss of adhesion to the metal substrate.)

Clean, safe and colorful finish:

- Less porous than PVC-coated components, which make the surface less conducive to growth of mold and accumulation of dirt.
- Improved finish as compared to PVC-coated components because it prevents drips and runs.
- Slip-resistant due to its textured finish.
- · Available in four classic colors: shown to the right.





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Rust Defender

The Rust Defender Process Sustainability and Durability

Developed after years of research, the Rust Defender Process is a complete system that helps to prevent the formation of rust on our products that feature steel and welds. The result of this rust prevention system is a product that is not only resistant to corrosion, but also prevents gloss and color fading over time, ensuring that it will look great for years to come.

1. Steel Tubing

a. Cold-formed, high-frequency weld tubing is manufactured from ASTM A570, Grade-A steel for superior strength.

2. Inner Coating

a. Zinc-rich organic coating prevents the formation of red rust on the inside of the tubing.

3. Lead-Free Zinc Galvanizing

a. Zinc galvanizing keeps rust from creeping under the powder-coated surface should it become scratched or scuffed.

4. Conversion Coating

a. This coating is applied to prevent the formation of oxidation (white rust).

5. Clear Organic Coating

a. This additional barrier prevents corrosion and creates a uniform surface for the application of powder coating, providing a smooth and shiny surface.

6. Epoxy/Polyester Primer

a. Weld areas and flat plates are coated with a specially formulated epoxy/polyester primer to encapsulate the weld area, deterring the formation of corrosion. This primer is identical to the primer that is used on heavy construction equipment.

7. Super-Durable Polyester Powder Coating

a. Our powder coating is completely lead-free and has been tested for 3,000 hours of UV exposure to meet the demand of the harsh tropical sun.

8. Tumbled Edges

a. All edges on flat sheet plates are rounded to provide a smooth, clean surface for the application of powder coating and to prevent edge rusting. These rounded edges, created by our 360° tumbling process, also remove the possibility of sharp edges that might lead to injury.

9. Aluminum Post Caps

a. Our post caps seal the system, further preventing the formation of rust. Unlike steel (which rusts) and plastic (which breaks), our caps are made from durable aluminum.

10. Maintenance Kit

a. It should be noted that routine maintenance is an additional and necessary part of the process. In order to prolong the lifespan of our products and keep them looking new, materials for maintenance are provided with each Challenger and Playmaker playsystem in order to address scratches, scuffs and vandalism.



PLAYWERLD® The world needs play® Triple-Coated Tubing



Quality Tubing for a Better Playground

- Interior corrosion-resistant, zinc-rich coating.
- Cold-formed steel tubing provides high yield, high tensile strength.
- (1) Hot-dipped Flo-Coat® uniform zinc galvanizing.
- (2) Chromate conversion coating.
- (3) Clear polymer coating.
- Lifetime warranty on Steel and Aluminum posts.
- 10-year warranty on all steel rails, loops, and rungs.



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PLAYWØRLD[®] The world needs play.[®]

Non-Flattened Weldments



Manual Welding

Specify Only the Best Weldments

- These weldments can withstand the toughest conditions without failing.
- Coped tubing instead of the traditional flattened method.
- Non-flattened weld joints are stronger as more of the tubing surface is in direct contact at the weldment.
- Manual welding provides improved weld quality and better appearance of the weld joint.
- Manually inspected for pinholes.
- Improved component quality, strength and flexibility.
- Finished with 3-stage wash process and superdurable baked-on powder-coated paint finish.

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PLAYWERLD[®] The world needs play.[®]

Superdurable Powder Coat Finish



It's What You Don't See That's Amazing!

- Hard, smooth finish resists abrasion, corrosion, and mechanical damage.
- Superior resistance to chalking.
- Increased UV resistance against fading and color change by using light-stable pigments.
- Gloss retention means colors look new and stay bright for many years.
- Superdurable finishes retain more than 80% of their original gloss after 5 years.
- Components are thoroughly cleaned with a 3-stage wash process prior to finishing.
- Polyester powder is hardened and cured in a high-temperature bake oven.

www.PlayworldSystems.com



Powder Coat finish is electrostatically applied



Electronically checked for correct mil thickness

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PLAYWERLD. The world needs play.

Rotomolded Plastic



Solid-color compounded plastic resin



Water bath cool down process



Removing a 360-degree Spiral Slide

www.PlayworldSystems.com



It All Starts with the Compounded Resin

- Solid color polyethelene particles.
- Better bonded strength with greater surface contact.



- · Superior color-fastness and UV resistance.
- Up to 23 times greater impact resistance over dry-blended plastic resin.
- Hand finished components for smooth edges and quality consistency.

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The world needs play.

PLAYMERLD

Double-Banded Clamp Hered by Independent Installers and voted as eastest to Install



Hinged design with simple, one-bolt installation. Tested for strong clamping pressure.

Simply the Best Clamps in the Industry!

- Die-cast aluminum alloy for higher quality consistency and greater strength.
- Simple, one-bolt fastening system with built-in threads that eliminate t-nuts and simplify installation.
- Hinged design provides easiest and most flexible installation.
- Vandal-resistant, stainless steel hardware and aluminum alloy drive rivet provide extra security.
- Unique 'S-lap' design eliminates all string entanglement points at connection.
- Contemporary, double-banded design provides the highest clamping pressure around the entire circumference of the band.
- Durable baked-on superdurable powder-coat paint finish.

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PLAYW®RLD[®] The world needs play.[®] Recycled Materials

Packaging

 Pallets: Manufactured using 100% hardwood lumber, meeting the standards established by USDA Foreign Agriculture Service and APHIS

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- Packing Peanuts: 100% biodegradable
- Cardboard:
 100% biodegradable



Steel Roofs, Tubes and Panels

- 25% 75% recycled steel
- 40% 90% of the steel is recyclable

Steel Posts, Climbers, Barriers and Components

- Up to 50% recycled steel
- 95% 98% of the steel is recyclable

Perforated Steel Decks

- 25% 75% recycled steel
- 40% 90% of the steel is recyclable

Spring Mates®, Post Caps and Steering Wheel

100% recycled Aluminum

Clamps, Tees, and Deck Hangers

· 40% recycled aluminum

Aluminim Posts

100% recycled aluminum

Border Timbers

100% recycled and recyclable plastic

Cushion Play®

www.PlayworldSystems.com 800.233.8404 570.522.9800

100% recycled rubber tires

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ssh05163 3/09 - Recycled Materials



Environmental Leadership

Tangible environmental change for customers within Playworld Systems: More then just planting trees! Carbon footprints versus carbon toeprints!

Playworld Systems, Inc. (PSI) leads the industry in commitment to environmental stewardship:

- PSI is 100% committed to the environment, public health, safety and quality.
- PSI is focused on the right actions that have real impact: eliminate, reduce, reuse and recycle. PSI does not 'Greenwash' their brand by buying into offsets or purchasing logos that have no impact on their operation.
- PSI is the only playground manufacturer to provide customers with a complete carbon footprint for each playstructure, from the initial mining of raw materials all the way through the process until we ship to our customer.

Playworld Systems, Inc. (PSI) leads the industry in tangible and measurable environmental change:

- PSI implemented Carbon Footprint Benchmarking to measure the total greenhouse gasses produced in making a playground.
- PSI eliminated 99.999% of PVCs from playground products while reducing their carbon footprint.
- PSI reduced waste by 90% through aggressive material recycling and reuse.
- PSI changed all packing and shipping materials to 100% recycled and recyclable.
- PSI reduced energy usage by 170,000 kilowatts through conservation and lean manufacturing implementation.
- PSI reduced their carbon footprint by over 950,000 lbs. of CO2e in 2008.
- Many of PSI's raw materials contain 25-100% recycled content.

Playworld Systems, Inc. (PSI) beats their competitors:

- Other companies have based their "carbon footprint" only on the energy used in their factory -- PSI
 measures the total 'cradle-to-gate' footprint, measuring our vendors and suppliers too. It is the only
 true measure of the carbon impact.
- Other companies are focused on the easy fix like buying "offsets" or planting trees to compensate for weak environmental practices----PSI has instituted across the board corporate change to dramatically change our impact on the environment in measurable ways.
- Other companies have not reformed their operating principles and behavior---PSI has incorporated cultural change to sound environmentally conscious practices throughout the organization.

Who cares about green products?

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- Consumers care: Wal-Mart study shows "green buying" is up 66% in one year.
- Over 900 U.S. mayors care: they have adopted the Kyoto principles.
- · Community leaders care: they are leaders in green their neighborhoods.
- · Corporations care: they are making major efforts to reduce carbon footprints.

You make a difference in our world when you buy a playground:

- Make the environment and climate change a key part of your buying decisions.
- Bring the carbon footprint concept into your city and organization agenda.
- Tell your constituents about the benefits of green playgrounds.
- · Compare only 'cradle-to-gate' footprints for competing playground equipment.
- Buy the best playground equipment: green, high-quality, safe, healthy and fun!

Playmakers[®] General Specifications

G1 Material

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All materials shall have a demonstrated record of durability in the playground or similar outdoor setting. All metals shall be painted, galvanized, or otherwise treated to prevent rust. Black steel is not acceptable.

G2 Hardware

All required hardware for assembly of the structure shall be included. All fasteners shall be yellow zinc di-chromate plated steel or 18-8 grade stainless steel (300 series). Capped lock nuts, which cover bolts ends, shall be included. Tamper-resistant hardware is utilized on principle clamping mechanisms. Special tools are provided for assembly and maintenance. Clamp connection disassembly and using drive rivets eliminates slippage. Physical locking devices are used on all exposed

and accessible connection points, such as lock nuts. A nylon thread-locking patch is applied to certain hardware. Liquid thread-lock is also used to hinder fastener removal.

G3 Die Cast Clamps

Clamps shall be die cast of high strength 380 aluminum alloy. Tenzalloy (40-E, 315.0) is not acceptable as a load bearing clamp material. Ultimate tensile strength shall be 47 ksi. Die casting operation shall be quality sampled every hour. Clamps shall be provided as hinged assemblies to facilitate structure assembly. Unique s-lap design eliminates all string entanglement points at connection. Single bolt-fastening system with built-in threads to eliminate t-nuts and simplify installation. Clamps are to be permanently fastened to the support post with a drive rivet to eliminate disassembly and slippage. Doublebanded design provides the highest clamping pressure around the entire clamp. Finished with a shot blast and a polyester powder coating. ASTM Specifications: B-85 (see section G7). Two-piece clamps or clamping devices that use a "bolt though" design are not acceptable.

G4 Rotationally Molded Plastic Parts

Shall be rotationally molded from color-compounded, first quality, linear low density, Exxon CP-812 polyethylene. Dry-blended or molded-in resins are not acceptable. Color-compounded polyethylene is 23 times stronger than dry blended resins providing better-bonded strength with greater surface contact. Compounded color provides superior colorfastness, UVresistance, and impact resistance with solid color molecules. Polyethylene shall be ultraviolet (UV) stabilized to UV-8 and have anti-static additives. Cross-sectional design shall be .25" (6 mm) nominal thickness, double wall construction. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 (Environmental Stress Crack Resistance), D-2565 (Ultraviolet).

G5 Sheet Plastic Parts

Shall be 3/4" thick, high density polyethylene formulated for UV stability and color retention. Sheet plastic shall be compression molded meeting ASTM D1505 having a density of .933 G/cc. Plastic shall meet ASTM D636 having a tensile strength of 2400 psi. After machining process, all edges shall be free of burrs and/ or sharp edges and points.

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G6 Tubing

Steel Tubing

Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: Hot-dipped Flo-Coat[®] uniform zinc galvanized coating. Chromate conversion coating. Clear polymer coating. Tubing shall have a corrosion resistant zinc-rich paint interior coating. ASTM Specifications: A-135, A-500, A-513, E-8, 5" outside diameter x 11ga. tubing (Posts) Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi. 1.029" outside diameter x 14 ga. tubing Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi. 1.315" outside diameter x 14 ga. tubing Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi. 2.375" outside diameter x 12 ga. tubing Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

Aluminum Tubing (Posts)

Shall be extruded 6061-T6 extruded seamless aluminum tubing. ASTM Specifications: A-315, A-500, A-513, B-221, QQ-A-200/8, E-8. Tubing shall be 5" outside diameter x .125 wall thickness tubing. Tensile strength shall be 38 ksi. Yield strength shall be 35 ksi.

G8 Epoxy/Polyester Primer

Epoxy/Polyester Primer is a powder coating which is electrostatically applied at a thickness of .002"-.005" (2 to 5 mils). It produces a finish having a "tooth", which readily accepts the proceeding coating of Superdurable polyester powder. This primer coating adds an additional level of protection, which is resistant to abrasion, corrosion, and mechanical damage. All components shall be free of excess weld and weld spalls. All edges to be eased by tumbling or other manner to eliminate a sharp edge. After fabrication, all weld joints are thoroughly cleaned using a chipping hammer and wire brush to remove all weld slag from the weld joint. Prior to finishing, components shall be cleaned with a three-stage alkaline bath, and an ECLPS 2400 sealer for adhesion and rust inhibitor during the preparation process.

G8 Epoxy/Polyester Primer (cont'd)

Components are thoroughly dried before being coated with the Epoxy/Polyester Primer powder, and are set cured at temperatures between 375° and 400° F (190° and 204° C) through an infrared oven prior to being top coated with Superdurable polyester powder finish.

G8 Superdurable Polyester Powder Coat Finish

Powder coating is electrostatically applied at a thickness of .002" - .005" (2 to 5 mils). Powder coating produces a highly decorative finish having a hard, smooth surface, which is resistant to abrasion, corrosion, and mechanical damage. All galvanized tubing has a factory-applied clear acrylic polymer coating. All components shall be free of excess weld and weld spalls. After fabrication all weld joints are to thoroughly cleaned using a chipping hammer and wire brush to remove all weld slag from weld joint. Prior to finishing, components shall be cleaned with a three-stage alkaline bath and a ECLPS 2400 sealer for adhesion and rust inhibitor during the preparation process. Components are thoroughly dried before being coated with Superdurable TGIC polyester powder and are cured at temperatures between 375° and 400° F. Epoxy or hybrid paints are not acceptable.

Finish quality conforms to ASTM Specifications: B-117 (Salt Spray Resistance Test), D-2794 (Impact Resistance Test), D-1734 (Mandrel Flexibility Test), D-2247 (Humidity Resistance Test), D-822 (Weatherability Test), D-3363 (Pencil Hardness Test), D-3359-B (Crosshatch Adhesion Test), and D-2454 (Overbake Resistance Test) D-522 (Conical Mandrel), D-523 (Gloss - 60°). Standard durability of polyester powder coatings typically retain 80% of their original gloss after 1 year, and 50% of their original gloss after 18 months of Florida outdoor exposure. Superdurable polyester powder coatings typically retain 90% of their original gloss after 1 year, and 50% of their original gloss after five years of Florida outdoor exposure. Expect superdurable colors to retain 80% of their gloss after 2 years of outdoor exposure. These coatings are also shaded with high grade, light stable pigments and will shift less than 2dE in color after 2 years.

G9 Eco-Armor®

Coated application shall be from 45 to 55 mils on the wear surfaces of all coated parts and 30 mils on other surfaces. Prior to coating, components shall be thoroughly cleaned in a hot pressure washer then heated to 450°. The hot part is then dipped into a polyethylene copolymer-based thermoplastic powder until the coating reaches it target thickness. It then goes through a flow oven to even the coating thickness and improve the finish. Since no curing is necessary, the coating's properties and performance are very consistent and uniform. **Environmentally Sensitive** - PVC-free and phthalate-free. Coating is made of an ultraviolet stabilized polyethylene (PE) material. Coating meets California, Washington and other state and federal requirements for phthalates and heavy metal content. No dioxins produced if burned. Discarded product and waste production material can be recycled into other products (recycling symbol 2). Contains no volatile organic compounds (VOC's). Taber abrasion tests (ASTM D4060) show that the PE coating abrasion resistance is over 1.7 times the abrasion resistance of PVC. Warranty is the same as PVC coated products.

Durable - extreme cold (to -20° F) cycle testing indicates no cracking or loss of adhesion to the metal substrate. Less porous than PVC, which makes the surface less conducive to growth of mold and collection of ground-in dirt. Easier to clean.

Slip-Resistant - textured finish for enhanced traction. 0.74 coefficient of friction per ASTM1679. ADA considers a 0.5 coefficient of friction or higher to be slip resistant. Coating damage can be repaired easily with the available repair kit. No chemicals or special curing required.

Technical Specifications - skid-resistant, textured, functionalized polyethylene copolymer-based thermoplastic powder coating designed for maximum mechanical performance, impact resistance and UV stability with the following performance properties: Property - Testing Method - Results Flexibility (conical mandrel) - ASTM D 522 - 1/8", no cracks (greater than 32%) Adhesion - ASTM D 4541 - 800 psi Impact Resistance - ASTM D 2794 - greater than 320 in-lbs Gloss - ASTM D 523 - 12 Taber Abrasion - ASTM D 4060 - 26 (mg loss, CS 17 wheel) Tensile Strength - ASTM D 638 - 3482 psi % Elongation - ASTM D 638 - 13% Humidity Resistance - ASTM D 2247 - No blistering or loss of gloss after 1000 hours Salt Spray - ASTM B 117 - 2000 hrs, no significant change in color or gloss QUV - ASTM G 53 - 2000 hrs, no significant change in color or gloss.

G10 Coated Decks

Coated Decks shall be an all welded assembly fabricated of 12 gauge sheet steel. Deck surface and sides shall be die formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. The deck surface shall have .34 in. (9mm) diameter perforated holes. The entire weldment shall have a protective coating. (See Eco-Armor.)

G11 Installation Instructions Explicit installation instructions shall be provided, which will include a detailed top view and footing drawings plus written instructions to assure proper installation of the equipment. Maintenance guidelines and inspection checklists shall also be provided. The provided installation instructions and maintenance instructions shall be "project" specific containing component information that is part of the playground design. A "generic" package of installation instruction and maintenance is not acceptable.

Warranty

The world needs play.°

TERMS, CONDITIONS AND WARRANTY SUMMARY

The following is for informational purposes only. It is not the complete Terms and Conditions and Limited Warranty. The full text of Playworld Systems[®], Inc.'s Terms and Conditions and Limited Warranty is available at www.PlayworldSystems.com.

LIMITED WARRANTY: Playworld Systems warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications. The warranty shall commence on the date of the Playworld Systems invoice and terminate the end of the period stated below.

PLAYWORLD® AND PLAYDESIGNS® PRODUCTS:

- LIFETIME on steel and aluminum posts, all stainless steel hardware, clamps, deck hangers, post caps and cast aluminum parts, except as otherwise specified below.
- 25 YEARS on Spring Mates[®] aluminum castings, and steel coil springs and steel C-springs.
- 20 YEARS on all Recycled Plastic Lumber.

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- 15 YEARS on all perforated-steel decks steel weldments, including rails, loops, and rungs, sheet steel, rotomolded and sheet plastic components; Eco-Armor[®] panels, roofs and crawl tubes, stainless steel slides, aluminum slides and PlayWeb[™] tubular steel parts.
- **10 YEARS** on all Fun Centers[™], fiberglass signage, RockBlocks[®] handholds, accessible swing seats, steel-core cable, and pre-cast concrete products, including Boulders, T-Rex and Diggables[™] made from PolyFiberCrete[®].
- 5 YEARS on all PlaySimple™ predesigns, Cushion Play[®], the Drop Zone, swing seats, ground-based play moving parts, the AeroGilder's moving parts, the LiveWire's cable and moving parts, Border Timbers and Site Amenities, including all benches, tables, litter receptacles and bike racks.
- 2 YEARS on all Purchased Replacement Parts, defined as replacement parts which were not repaired or replaced free of charge by Playworld Systems under the terms of this warranty.
- 1 YEAR on NEOS[®] lenses and light tubes, all electronic components, including all wiring harnesses, LED's, computer boards, buttons, speakers, scoreboard, and related hardware*, all other moving parts, GardenSoxx[™] polyethylene bags, and any other materials not covered above. (*An extended 3-year NEOS parts-only warranty is available for purchase. Contact your authorized Playworld Systems[®] Representative for more information.)

SHADE PRODUCTS:

 20 YEARS on steel posts, all hardware, clamps, shackles, wire, post caps and cast aluminum parts.

· 10 YEARS on steel tensioning devices; and shade fabric components against

structural failure, mildew, deterioration or cracking due to ultraviolet exposure, outdoor heat or cold. Playworld Systems[®] may repair or replace the fabric component at its sole discretion. In the event that replacement of a fabric component is warranted, Playworld Systems[®] shall replace the product at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.

 2 YEARS on all Purchased Replacement Parts, defined as replacement parts which were not repaired or replaced free of charge by Playworld Systems under the terms of this warranty.

LIFETRAIL® AND ENERGI™ PRODUCTS:

- · LIFETIME on steel posts and stainless steel hardware.
- **15 YEARS** on all steel weldments, grab bars, seat posts, ancillary steel equipment, and rotomolded and sheet plastic components.
- 10 YEARS on fiberglass signage.
- 5 YEARS on all moving parts.
- 2 YEARS on all Purchased Replacement Parts, defined as replacement parts which were not repaired or replaced free of charge by Playworld Systems under the terms of this warranty.
- 1 YEAR on all other materials not covered above.

This warranty does not cover: 1) Cosmetic damage or defects; 2) Damage due to normal wear and tear; 3) Damage due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms; and 4) Damage due to "Environmental Factors", such as wind-blown sand, salt water, salt spray, or airborne emissions from industrial sources.

TERMS OF SALE:

PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, USA, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees and other changes.

DESIGN: Playworld Systems® will attempt to improve play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.

For a complete list of our terms of sale, visit **Warranty.PlayworldSystems.com** or contact your local Playworld Systems[®] Representative.



Phone: +1.570.522.9800 Toll-free: 800.233.8404 www.PlayworldSystems.com



Playworld Systems makes it easy to personalize your playspace with colors that reflect your community pride, boost school spirit, or complement your surrounding architecture and environment.

E-co-Armor® Colors

Playworld Systems is proud to have eliminated 99.999% of PVCs from our products with Eco-Armor, our more durable, PVC-free, thermoplastic Polyethylene (PE) coating.



Two-Color Plastics

Front view shown. Side view inset.





Chocolate-Beige-Chocolate Blue-Yellow-Blue Plum-Beige-Plum Beige-Red-Beige Black-White-Black







Desert Sand

Rotomolded & Sheet Plastic Colors

Graystone, Brownstone, Bottle Green, and Chocolate are only available in rotomolded plastic.



Component & Post Colors

Only Playworld Systems uses Superdurable Polyester Powder Coating, which uses enhanced, light-stable pigments for superior UV stability and fade resistance.

Chestput
Copper
Red
Iangerine
WestBlinks
Yellow
Lime
Spring
Green
Forest Green
Matte Bottle Green
Matte Bottle Green Cobalt Blue
Cobalt Blue
Cobalt Blue Aqua
Cobalt Blue Aqua Azure Blue
Cobalt Blue Aqua Azure
Cobalt Blue Aqua Azure Blue Plum
Cobalt Blue Aqua Azure Blue
Cobalt Blue Aqua Azure Blue Plum Matte Deep Chocolate Brown
Cobalt Blue Aqua Azure Blue Plum Matte Deep Chocolate Brown
Cobalt Blue Aqua Azure Blue Plum Matte Deep Chocolate Brown
Cobalt Blue Aqua Azure Blue Plum Matte Deep Chocolate Brown





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 * INSTALLATION IS REQUIRED BY OTHERS. * ALL EDGES TO HAVE 1/4" RADIUS MIN. * MANUFACTURING TOLERANCE ±1/4". * PRODUCT: QS-PS2532W-A21 * QUANTITY:	* APPROX. WT. <u>823 LBS.</u> Authorized Signature Date By signing above or stamping this drawing "approved" or "no exception taken" authorization is given to Quick Crete to produce this drawing as shown within a 1/4" tolerance.
LID_MATERIAL PLEASE SPECIFY YOUR CHOICE BY CHECKING THE BOX BELOW.	Dran view Dran v
OUICK CRETE PLAN TYPE: PRODUCTS CORP. 731 PARKRIDGE AVE. P.O. BOX 639 NORCO, CA 92860 (951) 737-6240 FAX (951) 737-7032 PROJUCT: WWW.QUICKCRETE.COM NAME:	$\begin{array}{c c c c c c c c c c c c c c c c c c c $

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Haws 3500 superior-duty stainless steel pedestal drinking fountain uses a patented stainless steel push-button valve assembly (Pat.# 6,981,692) allowing for front access stream adjustment as well as cartridge and strainer access. Maintenance is made easy through a heavy gauge stainless steel access door with heavy-duty hinges and key lock. The "Hi-Lo" barrier-free design of the 3500 allows the square pedestal to be placed securely in multiple locations, all while providing for twice the users as regular drinking fountains. Equipped with numerous vandal-resistant components, this fountain is not easily disrupted, quickly discouraging the worst of vandals.

- All around heavy-duty stainless steel construction makes this the most protected and well designed fountain that Haws produces
- 100% lead free waterways

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- Maintenance is made easy with front access to valve adjustment and cartridge replacement
- Green powder-coat paint is standard

Mounting plate MTG.3500 with 6" anchors provide an additional amount of anchoring support and is designed to assist in the installation of the heavy-duty series fountains. Specifically to be used in the pedestal models 3500, 3500FR, and 3500D. Set in place during the base concrete pour, this anchored mounting plate allows the fountain to be easily and quickly installed.

• Stainless steel construction with 6" welded zinc anchors provides a solid support system for the pedestal fountain.

Model 6635 sand trap has a see through acrylic canister with lifting handle. Housed inside pedestal behind access door for easy dumping. Available on models 3500 and 3511. (This option cannot be used in conjunction with the 6250LF or 6275 bib faucets on Model 3511). The 6635 is not recommended for use on freeze resistant (FR) fountains unless it is removed during freezing conditions.



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model 3500

Pedestal-Mounted Drinking Fountain

FEATURES & BENEFITS

BUBBLER HEAD

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Polished chrome-plated brass bubbler head features an integral basin shank for added strength, and is equipped with a shielded, anti-squirt orifice that provides a steady sanitary source of water.

BARRIER-FREE

Barrier-free capabilities combined with its ease of use allows for a number of installation location possibilities.

DRAIN CLEAN-OUT

Top-down access to the drain allows the fountain to be cleaned without taking the unit apart, which is ideal for outdoor settings that are high in drain-clogging sediment like leaves, garbage, and other debris.

CONSTRUCTION

Superior strength and durability are achieved with the use of 12 gauge Type 304 Stainless Steel, along with integral 3/8" (.95 cm) thick cast stainless bowls. The unit is trimmed with a glossy green powder-coat finish and it is secured to the ground with an integral mounting plate.

ACCESSIBILITY

Ease of maintenance is achieved with the use of an extra-large access door supplied with heavy-duty door hinges, and is locked by square key pins.

PUSH BUTTON

With its patented (Pat. # 6,981,692) stainless steel, push-button activated valve assembly which allows for front access stream adjustment as well as cartridge and strainer access, this fountain offers 100% lead free waterways. The valve works at an operating pressure range of 30 to 90 psi (2.1 to 6.2 bar).

OPTIONS

- □ Filter: Model 6426, 12" x 2", in-line lead removal element that reduces lead from incoming water supply.
- Sand Trap: Model 6611, sand trap for installing adjacent to pedestal drinking fountains to help prevent debris and contaminants from clogging waste line.
- □ Sand Trap: Model 6635, in-pedestal sand trap for models 3500 and 3511.
- Mounting: Model MTG.3500 mounting plate gives in-ground support for the 3500 series pedestal fountains and includes the mounting hardware.

To see all options for this model, visit www.hawsco.com



SPECIFICATIONS

Model 3500 superior-duty "Hi-Lo" barrier-free vandal-resistant pedestal drinking fountain shall include a 12 gauge Type 304 Stainless Steel pedestal with integral 3/8" thick cast stainless steel basins, all powder-coated green, push-button operated stainless steel valves with front-accessible cartridge and flow adjustment, 100% lead free waterways, polished chrome-plated brass vandal-resistant bubbler heads, polished chrome-plated brass vandal-resistant waste strainers with top-down clean-out access, large access door with heavy duty hinges and square key locks, vandal-resistant bottom plate, integral mounting plate, and 1-1/2" slip waste.

APPLICATIONS

This unique drinking fountain is the perfect addition to parks, rest areas, and correctional facilities where vandalism may be more prone to take place. By welding the bowls directly to the upright, they become one with the unit, preventing removal. That, in addition to many other vandal-resistance features, makes this fountain virtually indestructible. This series fountain may also be applicable in a wide assortment of other places not mentioned due to its great appeal through its vandal proof and wheelchair accessible design.

Model meets all current Federal Regulations for the disabled including those in the Americans with Disabilities Act. Haws manufactures drinking fountains and electric water coolers to be lead-free by all known definitions including NSF/ANSI Standard 61, Section 9, California Proposition 65, and the Federal Safe Drinking Water Act. Product is compliant to California Health and Safety Code 116875 (AB 1953-2006).







model MTG.3500

Drinking Fountain Mounting System

FEATURES & BENEFITS

CONSTRUCTION

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With a stainless steel plate and welded-on anchors, this mounting system supplies a superior base for the 3500 series pedestals along with excellent corrosion resistance.

OPTIONS

To see all options for this model, visit www.hawsco.com



SPECIFICATIONS

Model MTG,3500 mounting plate is a 3/16" stainless steel plate with integral 6" zinc plated anchors designed to give in-ground support for 3500 series pedestal fountains and includes the mounting hardware.

APPLICATIONS

Haws produces mounting plates and frames to assist in the installation process as well as to provide solid bases for the wall mounted designed fountains. Mounting plates and frames meet the requirements solely for the specified applicable fountains and are not designed to be used in the installation of any unspecified fountain.







Drinking Fountain/Electric Water Cooler Parts & Access.



FEATURES & BENEFITS

CONSTRUCTION

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Constructed of see-through acrylic, this canister style sand and debris trap is used directly under the drain on models 3500 and 3511, and allows easy access and maintenance.

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OPTIONS

To see all options for this model, visit www.hawsco.com

SPECIFICATIONS

Model 6635 sand trap shall include a see through acrylic canister with lifting handle for models 3500 and 3511. (This option cannot be used in conjunction with the 6250LF bib faucet on 3511).

APPLICATIONS

Specifically, this sand and debris trap is intended for models 3511 or 3500 when there is a concern for blockage of the waste lines.

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

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

816000462/0000007546. %.0654 Sto 1896096969	RESS AND TELEPHONE DF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
City: LOS AT	2, [nc.) Brazil St. #2 <u>NGeles</u> state: <u>CA</u> Phone: <u>(818) 502 - 2111</u>	Constructor	Rubber Surfacing	9%			
Address: 2655 City:_ San De	dt Design Group 5 Fourth Ave 290 State: CA Phone: (1019) 236 - 1462	Design <i>er</i>	Architeet	3%			
Name:							
Address: City:	State:						
Zip:	Phone:						
	iate, Design-Builder shall identify	Subcontractor of one of	the following and shall	include a valid proof of a		DE SIDE and EII	<u> </u>
Certified Certified Other Bu Certified Woman-0	Minority Business Enterprise Disadvantaged Business Enterpris Isiness Enterprise Small Local Business Enterprise Owned Small Business Disabled Veteran Owned Small Bu	e	MBE Ce DBE Ce OBE Ce SLBE Sm	tified Woman Business E tified Disabled Veteran B tified Emerging Local Bu all Disadvantaged Busines BZone Business	nterprise usiness Enterprise siness Enterprise		WBE DVBE ELBE SDB HUBZone
	iate, Design-Builder shall indicate						
City of Sa	an Diego		CITY Sta	te of California Department	nt of Transportation		CALTRANS

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

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

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY (Rev. June 2011) Form Number: AA15 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	PERCENT VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED®
Name: Dave Bang Assoc, Inc. Address: <u>PO BOX 1088</u> City: <u>TUSTin</u> State: <u>CA</u> Zip: <u>92781</u> Phone: <u>(806)</u> 669-258	Supplies	35%	Yes	No		
Name:						
Name:						

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

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

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY (Rev. June 2011) Form Number: AA30 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract 108 | Page

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory. voluntary, or both subcontracting participation percentages.

Mountain Ranch Community Park Build Playground Renovation NAME OF PROJECT: Carmel TYPE OF PROJECT: -Build DOLLAR VALUE OF PROJECT

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED©
Name: Pro Dek, Inc. Address: <u>4530 Brazil St #2</u> City: LOS Angeles State: CA Zip: <u>90039</u> Phone: (800) 417 - 962	Constructor 2	Rubber Surfacing	8%		
Name:					
Address:					
City: State:					
Zip: Phone:					
Name:					
Address:					
City: State:					
Zip: Phone:					

O 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 Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SI.BE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone
As appropriate, Design-Builder shall indicate if Subcont City of San Diego California Public Utilities Commission State of California's Department of General Services	CITY CPUC CADoGS	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles	CALTRANS SRMSDC LA
State of California	CA	U.S. Small Business Administration	SBA

Form Title:	SUBCONTRACTORS PAST PARTICIPATION LIST	(Rev. June 2011)
Form Number:	AA50	
Attachment D		
Del Mar Trails I	Park Play Area Upgrades Design-Build Contract	109 Page

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME OF PROJECT:	Vista	Terrac			
TYPE OF PROJECT:	Design -	Build	Playaround	Renovations	
DOLLAR VALUE OF I	PROJECT:	\$215,0	00.00		
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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED@
Name: Pro Dek, Inc. Address: 4530 Brazil St #2 City: Los Angejes State: CA Zip: 90039 Phone: (800) 417-962	Constructor 2	Rubber Surfacing	15%		
Name:Address:					
City: State: Zip: Phone:					
Name:					
Address:					
City: State:					
Zip: Phone:					

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate. Design-Builder shall indicate if Subco	ntractor is certified by	/:	
City of San Diego	CITY	State of California Department of Transportation	CALTRANS

City of San Diego	CHY	State of California Department of Transportation	CALIKANS
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

Form Title: SUBCONTRACTORS PAST PARTICIPATION LIST (Rev. June 2011) Form Number: AA50 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract 109 | Page

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME OF PROJECT: Fletcher HIS Elementary Play Egopment & Surfacing TYPE OF PROJECT: Installation OF DOLLAR VALUE OF PROJECT: _ \$21

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED©
Name: <u>Seal right Paving</u> Address: <u>Po Box 774</u> City: <u>Bonita</u> State: CA Zip: <u>91908</u> Phone: (419) 465-741	Constructor	Asphalt	45%		
Name: Tot - Turf by Robartson Address: 4401 E Baseline Pd, 2 City: Phoenix State: A2 Zip: 85042 Phone: (662) 340-887	Ind. Stc 105 3 Constructor	Rubber Surfäcing	25%		
Name:					
Address:					
City: State:					
Zip: Phone:					

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small I ocal Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Design-Builder shall indicate if Subcont	tractor is certified by	<u>/:</u>	
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

(Rev. June 2011) Form Title: SUBCONTRACTORS PAST PARTICIPATION LIST Form Number: AA50 Attachment D 109 | Page Del Mar Trails Park Play Area Upgrades Design-Build Contract

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME OF PROJECT: Sweetwater Sorings Equip & Surfacing TYPE OF PROJECT: Installation DOLLAR VALUE OF PROJECT:

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIEDØ
Name Tot Turf by Robertson/ Address: <u>440/ E Baséline Rd</u> , S City: <u>Phoenix</u> State: AZ Zip: <u>85042</u> Phone (602) 340-887	te105	Rubber Surfacing	41%		
Name: <u>Seal right Paving</u> Address: <u>PO BOX 774</u> City: <u>BONITA</u> State: <u>CN</u> Zip: <u>91908</u> Phone (U19) 405-7411	Constructor	Asphalt	20%		
Name:					
Address:					
City: State:					
Zip: Phone:					

O As appropriate, Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBF, 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 I ocal Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Design-Builder shall indicate if Subcon	ntractor is certified by	a.	
0 : 00 b:	OT TO I		CALTER AND

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

Form Title: SUBCONTRACTORS PAST PARTICIPATION LIST (Rev. June 2011) Form Number: AA50 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract 109 | Page

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory. voluntary, or both subcontracting participation percentages.

NAME OF PROJECT: Terrace VIAN Home Terrace TYPE OF PROJECT: Construc DOLLAR VALUE OF PROJECT:

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED©
Name: SR 1107 Address: Pô Box 1086 City: Healdsburg State: CA Zip: 95448 Phone: [107] 473-974	Constructor to	Hand Rails	24%		
Name: POULSON'S Concrete Pumpine Address: PO BOX 1044 City: LA MESA State: CA Zip: 91944 Phone: (619)466-55	Constructor	Concrete Pumping	1%		
Name:					
Address:					
City: State:					
Zip: Phone:					

 \bigcirc 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):

3E Certified Woman Business Enterprise WBE
E Certified Disabled Veteran Business Enterprise DVBE
E Certified Emerging Local Business Enterprise ELBE
BE Small Disadvantaged Business SDB
SB HUBZone Business HUBZone
VOSB
E

 \oslash 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

Form Title:	SUBCONTRACTORS PAST PARTICIPATION LIST	(Rev. June 2011)
Form Number:	AA50	
Attachment D		
Del Mar Trails P	ark Play Area Upgrades Design-Build Contract	109 Page

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME OF PROJECT:	Lotaren	Terra	rce	
TYPE OF PROJECT: DOLLAR VALUE OF I	Playarou	ind	U <i>aaraa</i>	es.
DOLLAR VALUE OF I	PROJECT	\$97,8	91.00	

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED@
Name: <u>Cametime</u> Address: <u>P0 B0x 11407</u> City:Blimingham State: <u>A1</u> Zip: <u>35246</u> Phone: (<u>256) 845- 56</u>	Constructor 10	Surfacing	11 %		
Name:					
Address:					
City: State:					
Zip: Phone:					
Name:					
Address:					
City: State:					
Zip: Phone:					

O 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 Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone
Service-Disabled Veteran Owned Small Business As appropriate, Design-Builder shall indicate if Subcontr City of San Diego		State of California Department of Transportation	CALTRANS

City of San Diego	CITX	State of California Department of Transportation	CALIKANO
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

(Rev. June 2011) Form Title: SUBCONTRACTORS PAST PARTICIPATION LIST Form Number: AA50 Attachment D 109 | Page Del Mar Trails Park Play Area Upgrades Design-Build Contract

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME OF PROJECT: Fletcher Hills TYPE OF PROJECT: Construction of Playground 527 DOLLAR VALUE OF PROJECT: 00 \$39

State of California's Department of General Services

State of California

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED@
Name: MICON COnstruction Address: 1616 Sierra Madre City Placentia State: CA Zip. 92870 Phone: (714) 666-060	Constructor	Surfacing	20%		
Name:					
Address:					
City: State:					
Zip: Phone:					
Name:					
Address:					
City: State:					
Zip: Phone:					

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Design-Builder shall indicate if Subco	ntractor 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

CADoGS

CA

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

City of Los Angeles

U.S. Small Business Administration

LA SBA

Form Title:	SUBCONTRACTORS PAST PARTICIPATION LIST	(Rev. June 2011)
Form Number:	AA50	
Attachment D		
Del Mar Trails I	Park Play Area Upgrades Design-Build Contract	109 Page

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

- Sorina Valley School District (11 schools) NAME OF PROJECT: LA MOSA Indprovements TYPE OF PROJECT: Plavaround DOLLAR VALUE OF PROJECT

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED©
Name: <u>Seal right Paving</u> Address: <u>PO Box 774</u> City: <u>BONITA</u> State: <u>CA</u> Zip: <u>91908</u> Phone: <u>(119)</u> 465-7411	Constructor	Asphalt	18%		
Name: <u>Gametime</u> Address: <u>PO BOX /1407</u> City: Blimingham State: <u>AL</u> Zip: <u>35246</u> Phone: (256) 845-5610	Constructor	Surfacing	50%		
Name:					

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Design-Builder shall indicate if Subcont	ractor is certified by	<i>I</i> ;	
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

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State of California

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

U.S. Small Business Administration

CA

SBA

(Rev. June 2011) SUBCONTRACTORS PAST PARTICIPATION LIST Form Title: Form Number: AA50 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract 109 | Page

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Berry, Central, IB, & Pence Schools South Bay USD-NAME OF PROJECT: TYPE OF PROJECT: Play equib Removas DOLLAR VALUE OF PROJECT: 832.00

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED©
Name: Tot Turf by Robertson Ind Address: 4401 E. Baseline Rd Ster City: Phoenry State: AZ Zip: 85042 Phone: 602, 340 - 8873	05 Constructor	Surfacing	35%		
Name:Address:					
City: State:					
Zip: Phone:					
Name:					
Address:					
City: State:					
Zip: Phone:					

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

Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone
As appropriate, Design-Builder shall indicate if Subcontracto City of San Diego California Public Utilities Commission State of California's Department of General Services State of California	or is certified by: CITY CPUC CADoGS CA	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration	CALTRANS SRMSDC LA SBA

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Form Title: (Rev. June 2011) SUBCONTRACTORS PAST PARTICIPATION LIST Form Number: AA50 Attachment D 109 | Page Del Mar Trails Park Play Area Upgrades Design-Build Contract

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME OF PROJECT:	Neighbork	ood Ho	use Assoc.	- Webster	Headstart
TYPE OF PROJECT:	PLAVA		nprovement.		
DOLLAR VALUE OF P	ROJECT:	\$90,91	7.00		

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State of California's Department of General Services

State of California

	RESS AND TELEPHONE OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@
Address: <u>4401</u> City: Phoenix	by Robertson Ind. E. Baseline Rd Stell State: AZ Phone: (602) 340 - 8873	s Constructor	Surfacing	37%		
	State:					
Zip:	Phone:					
Name:						
City:	State:					
Zip:	Phone:					

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Design-Builder shall indicate if Subco	ntractor is certified by	r:	
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

CADoGS

CA

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

City of Los Angeles

U.S. Small Business Administration

LA

SBA

SUBCONTRACTORS PAST PARTICIPATION LIST (Rev. June 2011) Form Title: Form Number: AA50 Attachment D 109 | Page Del Mar Trails Park Play Area Upgrades Design-Build Contract

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME OF PROJECT:	Villa	Nueva	Aparta	rents
TYPE OF PROJECT:	Plavan	ound	Improvement	nte
DOLLAR VALUE OF PR	OJECT:	\$22	6, 203,00	

0

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED©
Name Tot Turf by Robertson Ind.	-	(
Address 4461 E. Baseline Rd Stelos City: Pholonix. State: AL	Constructor	Surfacing	25%		
7 ip: 85042 Phone: (1002) 340-8873					
Name:					
Address:					
City: State:			н 		
Zip: Phone:					
Name:					
Address:					
City: State:					
Zip: Phone:					

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Design-Builder shall indicate if Subcont	tractor is certified by	r:	
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

Form Title: SUBCONTRACTORS PAST PARTICIPATION LIST (Rev. June 2011) Form Number: AA50 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract 109 | Page

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Housing - Smurf 1,2,3, & Wellington NAME OF PROJECT: SDFamily TYPE OF PROJECT: ind DOLLAR VALUE OF PROJEC \$154

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State of California

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIEDØ
Name: TOt Turf by Robertson Ind Address: 4401 E, Baseline Rd St City: Phoenix State: AZ Zip: 85042 Phone: (602).340-8873	Constructor	Surfacing	23%		
Name:		5			
Name: Address: City: State: Zip: Phone:					

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Design-Builder shall indicate if Subcont	ractor is certified by	a	
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

СA

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

U.S. Small Business Administration

SBA

(Rev. June 2011) Form Title: SUBCONTRACTORS PAST PARTICIPATION LIST Form Number: AA50 Attachment D 109 | Page Del Mar Trails Park Play Area Upgrades Design-Build Contract

SUBCONTRACTORS PAST PARTICIPATION LIST

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NAME OF PROJECT:	of Vista	- Breeze Hi	II. S. Buena	Vista & Tow	nsite Parks
		d Improveme			••••
DOLLAR VALUE OF PROJECT		52, 816.00	• · · · · · · · · · · · · · · · · · · ·		

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR	WHERE CERTIFIED®
		e e		SDVOSB®	
Name: Spectra Turf					
Address: 500 E. Rincon St. #100	Constructor		25%		
City: Corona State: CA	Constructor	Surfacing	20/0		
Zip: <u>928 79</u> Phone: <u>(957) 736-35</u> 7	9	、			
Name:					
Address:					
City: State:					
Zip: Phone:					
Name:					
Address:					
City: State:					
Zip: Phone:					

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Design-Builder shall indicate if Subcont	ractor is certified by	r:	
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

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SUBCONTRACTORS PAST PARTICIPATION LIST (Rev. June 2011) Form Title: Form Number: AA50 Attachment D 109 | Page Del Mar Trails Park Play Area Upgrades Design-Build Contract
BIDDING DOCUMENTS

SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ofgren Terrace SD Family Housing NAME OF PROJECT: Playground TYPE OF PROJECT: Usarades \$71.206.00 DOLLAR VALUE OF PROJECT:

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK PERFORMED	PERCENT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED©
Name: Spectra Turt Address: 500 E. Riricon St. #100 City: Corona State: CA	Constructor	Surfacing	15%		
Zip: 928 79 Phone: (957) 736 - 357	9				
Name:					
Address:					
City: State:					
Zip: Phone:					
Name:					
Address:					
City: State:					
Zip: Phone:					

O 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):

C SELANC SOD DIE DIE D	1405		NUTST'
Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Design-Builder shall indicate if Subcon	tractor is certified by	<i>r</i> .	
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

(Rev. June 2011) Form Title: SUBCONTRACTORS PAST PARTICIPATION LIST Form Number: AA50 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract 109 | Page

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Suppliers Past Participation List shall include name, address and telephone number (including area code) for each participant in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Suppliers that Design-Builder are seeking recognition towards achieving any mandatory voluntary or both subcontracting participation percentages.

mandatory, voranary, or a	sour subcontracting partie		A	-	
NAME OF PROJECT:	Carmel Mou	intain Ranch	Community	Park	
TYPE OF PROJECT:	Desian - Bui	1d Plavaround			
DOLLAR VALUE OF PH	ROJECT: \$ 389	782 00			

NAME, ADDRESS AND TELEPHONE NUMBER OF SUPPLIERS	TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@
Name: Daile Bang Assoc Address: PO BOX 1088 City: Tustin State: CA Zip: 92781 Phone: 600 669 2585	Playground Equip	44%		
Name:				
Address:				
City: State:				
Zip: Phone:				
Name:				
Address:				
City: State:				
Zip: Phone:				

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

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

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

Form Title: SUPPLIERS PAST PARTICIPATION LIST Form Number: AA55 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

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The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Suppliers Past Participation List shall include name, address and telephone number (including area code) for each participant in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Suppliers that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME OF PROJECT:	Vista	Terrace	Park		
TYPE OF PROJECT:	Design -	Build	Playaround	Renovation	
DOLLAR VALUE OF PRO	JECT	\$215,000		· · · · · · · · · · · · · · · · · · ·	

NAME, ADDRESS AND TELEPHONE NUMBER OF SUPPLIERS	TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@
Name: Dave Bang Assoc, Address: PO BOX 1088 City: Tustin State: CA Zip: 9278.1 Phone: (800) 1069 - 2585 Normai	Playground Equip	34%		
Name:				
Address:				
City: State:				
Zip: Phone:				
Name:				
Address:				
City: State:				
Zip: Phone:				

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

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

Form Title: SUPPLIERS PAST PARTICIPATION LIST Form Number: AA55 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Suppliers Past Participation List shall include name, address and telephone number (including area code) for each participant in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Suppliers that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME OF PROJECT:Sweet wate	Sorings Elem.	
TYPE OF PROJECT: Installatio	of Play Equin & Surfacin	
DOLLAR VALUE OF PROJECT: \$3	418.00	7

NAME, ADDRESS AND TELEPHONE NUMBER OF SUPPLIERS	TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED©
Name: Superior Ready Mix Address: 1508 W. Mission Rd City: Escondido State: CA Zip: 92029 Phone: (760) 745-0556	Concrete	2%		
Name:				
Address:				
City: State:				
Zip: Phone:				
Name:				
Address:				
City: State:				
Zip: Phone:				

① As appropriate, Design-Builder shall identify Suppliers 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 ()wned Small Business	SDVOSB			
2)	As appropriate, Design-Builder shall indicate if Supplier	rs 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	

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Form Title: SUPPLIERS PAST PARTICIPATION LIST Form Number: AA55 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

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The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Suppliers Past Participation List shall include name, address and telephone number (including area code) for each participant in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Suppliers that Design-Builder are seeking recognition towards achieving any mandatory voluntary or both subcontracting participation percentages.

manadion, , , , , , , , , , , , , , , , , , ,	
NAME OF PROJECT: Terrace View - Home	Terrace
TYPE OF PROJECT: Construct Stairs	
DOLLAR VALUE OF PROJECT: \$38 165.00	
,	

	NAME, ADDRESS AND TELEPHONE NUMBER OF SUPPLIERS	TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED@
A Ci	ame Superior Ready Mix Idress: 1508 W. Mission Rd. ty Escondido State: CA p: 92029 Phone: (760) 745-0556	Concrete	9%		
Na	ame:				
1	ldress:				
Ci	ty: State:				
Zi	p: Phone:				
Na	ame:				
1	Idress:				
Ci	ty: State:				
Zij	p: Phone:				
0	As appropriate, Design-Builder shall identify	Suppliers as one of the following	and shall include a valid proof	of certification (except for OBE	, SLBE and FLBE):
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enter		WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Busin		DVBE
	(Athen Durain and Entermaine	ODE	Continue Continue Description	an Catomaina	ELDE

	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veleran Business Enterprise	DVDE
	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 Supplie	rs 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

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NAME OF PROJECT: Lofgren	lrrace	
TYPE OF PROJECT: Playaroun	1 Upgrades	
DOLLAR VALUE OF PROJECT: \$9	891.00	

NAME, ADDRESS AND TELEPHONE NUMBER OF SUPPLIERS	TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB,	WHERE CERTIFIED@
		SUPPLIES	WoSB, HUBZone, OR SDVOSB®	
Name: Gametime Address: <u>PO Box 11407</u> City: Birmingham State: <u>AL</u> Zip: <u>35246</u> Phone: (256) 845 - 5610	Playground Eqvip.	65°%		
Name: Superior Ready MIX Address: 1508 W, MISSion Rd, City: EScondido State: CA Zip: 92029 Phone: (760) 745-0556	Concrete	1%		
Name:				
Address:				
City: State:				
Zip: Phone:				
 As appropriate. Design-Builder shall identify 	Suppliers as one of the following ar	d shall include a valid proof	of certification (except for OBE	, SLBE and ELBE):
Certified Minority Business Enterprise		Certified Woman Business Ente	•	WBE
Certified Disadvantaged Business Enterprise		Certified Disabled Veteran Busi	-	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Busin	ess Enterprise	ELBE

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

Small Disadvantaged Business

U.S. Small Business Administration

State of California Department of Transportation

San Diego Regional Minority Supplier Diversity Council

HUBZone Business

City of Los Angeles

SLBE

WoSB

CITY

CPUC

CA

CADoGS

SDVOSB

Form Title: SUPPLIERS PAST PARTICIPATION LIST Form Number: AA55 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

Certified Small Local Business Enterprise

California Public Utilities Commission

Service-Disabled Veteran Owned Small Business

State of California's Department of General Services

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

Woman-Owned Small Business

City of San Diego

State of California

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(Rev. June 2011)

SDB

HUBZone

CALTRANS

SRMSDC

LA

SBA

The Design-Builder shall complete this form for each project listed in response to RFQ or a I step process for a RFP. Suppliers Past Participation List shall include name, address and telephone number (including area code) for each participant in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Suppliers that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

TYPE OF PROJECT: Play Equip Removal & Installation	NAME OF PROJECT:	South E	Bay USD	- Berry	Central I.	BA	Pence	Schools	
	TYPE OF PROJECT:	Play Equip	Removal	\$ Insta	lation	,			
DOLLAR VALUE OF PROJECT: \$403 832.00			\$403 83	32.00					

NAME, ADDRESS AND TELEPHONE NUMBER OF SUPPLIERS	TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIEDØ
Name: Miracle Recreation Address: 9196 Stellar Ct. City: Corona State: CA Zip: 92883 Phone: (800) 264-722	Playground Equip	29%		
Name:				
Address:				
City: State:				
Zip: Phone:				
Name:				
Address:				
City: State:				
Zip: Phone:				
① As appropriate, Design-Builder shall identif	y Suppliers as one of the following ar	d shall include a valid proof	of certification (except for OBE	, SLBE and ELBE):
Certified Minority Business Enterprise	MBE (Certified Woman Business Ente	rprise	WBE
Certified Disadvantaged Business Enterprise		Certified Disabled Veteran Busi		DVBE
Other Business Enterprise	OBE 0	Certified Emerging Local Busin	ess Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business		SDB
Woman-Owned Small Business		HUBZone Business		HUBZone
Service-Disabled Veteran Owned Small Busin	ess SDVOSB			

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

City of San DiegoCITYCalifornia Public Utilities CommissionCPUCState of California's Department of General ServicesCADoGSState of CaliforniaCA

State of California Department of Transportation	CALTRANS
San Diego Regional Minority Supplier Diversity Council	SRMSDC
City of Los Angeles	LA
U.S. Small Business Administration	SBA

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Form Title: SUPPLIERS PAST PARTICIPATION LIST Form Number: AA55 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

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NAME OF PROJECT: Neighborhood	House Assoc.	-Webster Headstart	
TYPE OF PROJECT:	Improvements	•	
DOLLAR VALUE OF PROJECT. \$90	,917.00		

NAME, ADDRESS AND TELEPHONE NUMBER OF SUPPLIERS	TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	
Name: Miracle Recreation Address: 9196 Stellar Ct. City: COrona State: CA Zip: 92883 Phone (800) 264-7225	Playground Equip	46%		
Name:				
Address:				
City: State:				
Zip: Phone:				
Name:				
Address:				
City: State:				
Zip: Phone:				
① As appropriate, Design-Builder shall identify	Suppliers as one of the following ar	id shall include a valid proof	of certification (except for C	BE, SLBE and ELBE):
Certified Minority Business Enterprise	MBE	Certified Woman Business Ente	rprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Busi	ness Enterprise	DVBE
Other Business Enterprise		Certified Emerging Local Busin	ess Enterprise	ELBE
Certified Small Local Business Enterprise		Small Disadvantaged Business		SDB
Woman-Owned Small Business		HUBZone Business		HUBZone
Service-Disabled Veteran Owned Small Busine		•		
As appropriate, Design-Builder shall indicate	if Suppliers is certified by:			
City of San Diego		State of California Department of		CALTRANS
California Public Utilities Commission		San Diego Regional Minority St	applier Diversity Council	SRMSDC
State of California's Department of General Ser	rvices CADoGS (Tity of Los Angeles		LA

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U.S. Small Business Administration

CA

Form Title: SUPPLIERS PAST PARTICIPATION LIST Form Number: AA55 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

State of California

(Rev. June 2011)

SBA

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Suppliers Past Participation List shall include name, address and telephone number (including area code) for each participant in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Suppliers that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME OF PROJECT:	Cullmer	Park	Si	icvan
TYPE OF PROJECT:				vements
DOLLAR VALUE OF I		\$157	920.	00

TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SĐVOSBO	WHERE CERTIFIED@
Playground Equip	50%		
Suppliers as one of the following an	d shall include a valid proof	of certification (except for OBE	, SLBE and ELBE):
MBE (DBE (Certified Woman Business Enter Certified Disabled Veteran Busin	rprise ness Enterprise	WBE DVBE ELBE
	SUPPLIES Playground Eqvip Suppliers as one of the following an MBE (DBE (SUPPLIES OF MATERIALS OR SUPPLIES Playground Equip 50% Suppliers as one of the following and shall include a valid proof MBE Certified Woman Business Enter DBE Certified Disabled Veteran Business	SUPPLIES OF MATERIALS OR SUPPLIES OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO Playground Equip 50% Suppliers as one of the following and shall include a valid proof of certification (except for OBE MBE Certified Woman Business Enterprise DBE Certified Disabled Veteran Business Enterprise

Certified Small Local Business Enterprise SLBE Small Disadvantaged Business SDB Woman-Owned Small Business WoSB HUBZone Business HUBZone Service-Disabled Veteran Owned Small Business SDVOSB As appropriate, Design-Builder shall indicate if Suppliers is certified by: City of San Diego CITY CALTRANS State of California Department of Transportation SRMSDC California Public Utilities Commission CPUC San Diego Regional Minority Supplier Diversity Council LA State of California's Department of General Services CADoGS City of Los Angeles SBA State of California CA U.S. Small Business Administration

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Form Title: SUPPLIERS PAST PARTICIPATION LIST Form Number: AA55 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

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manaacory, voranaay,	or som subconnucting pu	anoipation peres	magos.			
NAME OF PROJECT:	SD Family	Housing	- Smurf	1,2,3,4	Wellington	
TYPE OF PROJECT:	Playground	Improve	ments	, .	······································	
DOLLAR VALUE OF	PROJECT.	154 532	00			

NAME, ADDRESS AND TELEPHONE NUMBER OF SUPPLIERS	TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, W0SB, HUBZone, OR SDVOSBO	WHERE CERTIFIED©
Name: Daile Bang Assoc Address: PO BOX 1088 City: Tustin State: CA Zip: 92781 Phone: (800) 669 - 2585	Playground Equip	47%		
Name:				
Address:				
City: State:				
Zip: Phone:				
Name:				
Address:				
City: State:				
Zip: Phone:				

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

	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
)	As appropriate, Design-Builder shall indicate if Supplier	rs 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

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Form Title: SUPPLIERS PAST PARTICIPATION LIST Form Number: AA55 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract

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NAME OF PROJECT:	City of Vist	a – Breese	Hill, S.	Buena VI	ista #	Townsite	Parks	
				•	•		•	
TYPE OF PROJECT: DOLLAR VALUE OF PR	ROJECT:	2. 816.00						
		1,						

NAME, ADDRESS AND TELEPHONE NUMBER OF SUPPLIERS	TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@
Name: Daire Bang Assoc. Address: PO BOX 1088 City: Tustin State: CA 7ip: 92781 Phone: (900) 669-2585	Playground Equip	40%		
Name:				
Zip: Phone: Name: Address: City: State: T: Phone:				
Zip:Phone: ① As appropriate, Design-Builder shall identify Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE C DBE C OBE E SLBE S WoSB F	d shall include a valid proof Certified Woman Business Enter Certified Disabled Veteran Busin Certified Emerging Local Busines Small Disadvantaged Business HUBZone Business	rprise ness Enterprise	, SLBE and ELBE): WBE DVBE ELBE SDB HUBZone
As appropriate, Design-Builder shall indicate City of San Diego		State of California Department of	Transportation (ALTRANS

City of San Diego CITY State of California Department of T	ransportation
California Public Utilities Commission CPUC San Diego Regional Minority Supp	lier Diversity Council
State of California's Department of General Services CADoGS City of Los Angeles	
State of California CA U.S. Small Business Administration	1

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Form Title: SUPPLIERS PAST PARTICIPATION LIST Form Number: AA55 Attachment D Del Mar Trails Park Play Area Upgrades Design-Build Contract (Rev. June 2011)

SRMSDC LA SBA

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NAME OF PROJECT:	SD	Family	Housing	- Lofaren	Terrace	
TYPE OF PROJECT:						
DOLLAR VALUE OF F	PROJECT	\$71,0	206.00			

NAME, ADDRESS AND TELEPHONE NUMBER OF SUPPLIERS	TYPE OF MATERIALS OR SUPPLIES	PERCENTAGE VALUE OF MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED©
Name: <u>Gametime</u> Address: <u>P.O. BOX 11407</u> City: Birmingham State: <u>AL</u> Zip: 35246 Phone: (256) 845 - 5610	Playground Equip	66%		
Name:				
Address:				
City: State:				
Zip: Phone:				
Name:				
Address:				
City: State:				
Zip: Phone:				
① As appropriate, Design-Builder shall identify	Suppliers as one of the following a	nd shall include a valid proof	of certification (except for OBE	, SLBE and ELBE):
Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise	MBE	Certified Woman Business Ente Certified Disabled Veteran Busi	rprise	WBE DVBE

	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		
0	As appropriate. Design-Builder shall indicate if Supplier	rs 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

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