Mr. Hatim T. Askar, President
HTA Engineering & Construction, Inc.
5450 Complex Street, Suite 303
San Diego, CA 92123
P. (858) 598-6855 F. (858) 836-1263

City of San Diego

CITY CONTACT:

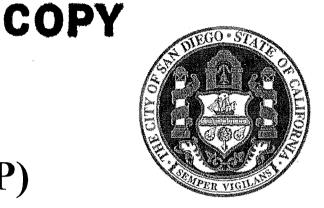
Claudia Abarca, Contract Specialist:

Email: <u>CAbarca@sandiego.gov</u>.

Phone No.: 619-533-3439 Fax No.: 619-533-3633

S Bose /NB/RIR

REQUEST FOR PROPOSAL (RFP)



FOR

RANCHO PENASQUITOS SKATE PARK IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.:	K-13-5742-DB1-2	
SAP (WBS/IO/CC NO.):	S-12002	
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.

PROPOSAL DUE:

12:00 NOON
MARCH 5, 2013
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST

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1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) first step (in a 1-step process) in the selection process to provide Design-Build services for the Rancho Penasquitos Skate Park Improvements 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.
- 1.3. 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.
- **1.4.** Engineer's Estimate The Engineer's estimate of the most probable price for this contract is \$285,000.
- **1.5.** The Design-Builders interested in bidding this project shall be pre-qualified through the City's Prequalification program:
 - **1.5.1.** The Design-Builders must submit a complete prequalification application to the City of San Diego, Engineering & Capital Projects Department, Pre-Qualification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101.
 - **1.5.2.** Information about the Pre-Qualification Program and the required application materials are available on the City's web site. Please contact Dave Stucky at (619) 533-3474 or dstucky@sandiego.gov for additional information about the Pre-Qualification Program.
 - **1.5.3.** Design-Builders shall receive prequalification clearance **no later than the Proposal due date and time**. Prequalification materials shall be received at the above address no later than 2 weeks prior to the Proposal due date.
- 1.6. 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.
- 1.7. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2. EQUAL OPPORTUNITY

- **2.1.** As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- **2.2.** The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.
- **2.3.** Subcontractor Participation:
 - **2.3.1.** The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	16.1%
2.	ELBE participation	23.8%
3.	Total mandatory participation	40.00%

- **2.3.2.** The Design-Builders are strongly encouraged to attend the Pre-Proposal Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: http://www.sandiego.gov/eoc/
- **2.3.3.** The Proposal will be declared non-responsive if the Design-Builder fails the following mandatory conditions:
 - 1. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - 2. Proposer's submission of Good Faith Effort documentation demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Public Ranking Meeting if the overall mandatory participation percentage is not met.

3. PROJECT BACKGROUND AND DESCRIPTION

See Attachment A.

4. SCOPE OF WORK AND SERVICES

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

5. SELECTION PROCESS

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

5.1. Technical Proposal Requirements

- **5.1.1.** Failure to comply with this section will render the Design-Builder's submittal invalid and disqualify it from this selection process.
- 5.1.2. The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder's qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 75 one-sided pages (8 ½" x 11") inclusive of any cover sheets, resumes, graphics, forms, pictures, photographs, dividers, front and back cover and supporting documentation. Double-sided pages are not acceptable. Paper foldouts in sizes other than the Standard Letter size will count as 2 pages against the established Proposal page-count limit.

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 clearly marked on the cover executed original, 6 complete paper copies of the Proposal, and 1 Compact Disk (CD) or Digital Video Disk (DVD) with a complete Portable Document Format (PDF) formatted version of the submitted documents shall be submitted in a sealed package marked "Technical Proposal" clearly and conspicuously in its face. The following information will be clearly marked on the outside of each package:

Name of Design-Builder
Project Title
"Technical Proposal" Package Number (e.g., 1 of 16, 2 of 16, etc.)
Marked "CONFIDENTIAL" (in red)

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

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

- **5.3.1.4.** Failure to comply with the requirements of this RFP may result in disqualification.
- **5.3.1.5.** Technical Proposals and modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittal invalid and will cause its disqualification from this selection process.

5.3.1.6. Proposals that deviate from the RFP and Bridging Documents supersede the RFP in accordance with 2-5.2, "Precedence of Contract Documents."

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

5.3.1.7. Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the City Contact prior to the Proposal due date. Interpretations or clarifications considered necessary by the City Contact 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
Project Title
"Price Proposal" Marked "CONFIDENTIAL" (in red)

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

5.4. Review of Technical Proposal

- **5.4.1.** Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.
- **5.4.2.** Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. This schedule will be on a "random draw" basis and has no bearing on the potential for award.

5.5. Technical Presentation – NOT USED

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

The City will select a Design-Builder that will offer the best value for the design and construction of skate elements, shade structures and accessibility 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 stated on the Price Proposal Form.

6. POLICIES, PROCEDURES AND GUIDELINES

- **6.1.** The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.
- 6.2. A Ranking Panel (Panel) will be established for this project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at Large, as required and other agencies e.g., the State Water Resource Control Board, etc.).
- 6.3. The Panel will review all proposals received and when required interview each Design-Builder in accordance with Attachment 'B' of this RFP. Based on the Design-Builder's Proposal, interview 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 Purchasing & Contracting Department (P&C), 1010 Second Avenue, Suite 1400, 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. **EVALUATION CRITERIA**

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

8. SELECTION AND AWARD SCHEDULE

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

8.1.	Pre-Proposal Meeting	February 13, 2013
8.2.	Proposal Due Date	March 5, 2013
8.3.	Reserved	NOT USED
8.4.	Public Ranking Meeting	March 21, 2013
8.5.	Selection and Notification	March 29, 2013
8.6.	Receipt of Bonds and Insurance Certificates	April 12, 2013
8.7.	Design Notice to Proceed	July 1, 2013

9. PRE-PROPOSAL ACTIVITIES

9.1. **Questions Concerning RFP**

All questions regarding the RFP shall be presented in writing to the City Contact at the postal address or the e-mail address identified on the cover sheet of the RFP.

9.2. Pre-Proposal Meeting

- **9.2.1.** A Pre-Proposal meeting will be held from 10:00 AM to 11:00 AM, at 1010 Second Avenue, Suite 1400, 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.
- **9.2.2.** 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. 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, or Subcontractor identified in its SOQ and Proposal without written consent of the City.

10.7. Use of Reference Documents and Pre-Design Reports

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

- **10.7.2.** The following documents are attached to the Scope of Work (Attachment 'A'):
 - a. Exhibit A: Required Skate Elements and Shade Structures
 - b. **Exhibit B**: Rancho Penasquitos Skate Park "As-Built" drawings 33011-1-D through 33011-36-D
 - c. **Exhibit C**: Access Law Design Compliance Review Preliminary Report, dated July 5, 2012

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 at:

http://www.sandiego.gov/engineeringcip/services/consultcontract/edocref/index.shtml

10.9. Scheduling and Management Reporting Systems

- **10.9.1.** The Design-Builder will be required to use the latest version of the Primavera Project Management and Scheduling Software or equal.
- **10.9.2.** The City will require the Design-Builder to submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project.
- **10.9.3.** 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.
- **10.9.4.** The Design-Builder will be required to furnish activity status and network updates on disks in a format that will interface with the City's scheduling system. The City will utilize the schedule information supplied by the Design-Builder in to review progress payments and to monitor the progress of the project against the agreed schedule requirements.

10.10. Project Schedule

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

a.	Approve Project Schedule	July 8, 2013
b.	Obtain Design Approvals/Permits	October 1, 2013
c.	Issuance of Construction Notice to Proceed	October 8, 2013
d.	Construction Completion	January 20, 2014
e.	Issue Notice of Completion	January 27, 2014

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

10.11. Acknowledgement of Addenda

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

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

ATTACHMENT A

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

ATTACHMENT A

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

Public Works Department - Engineering & Capital Projects

1. <u>Project Description</u>:

The project is located in the Rancho Penasquitos Skate Park, 10111 Carmel Mountain Road, Rancho Penasquitos Community.

Project includes design and construction of new poured-in-place or pre-cast concrete skate elements, shade structures and accessibility upgrades.

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

2. Scope of Work:

This project will be awarded to the Design-Builder who provides the Best Value for a fixed stipulated Price, see also Section 5.6 Final Selection and Price Proposal Form. If the Design-Builder cannot afford to include all of the items included in this scope of work, proposed improvements shall be prioritized in the order listed below. (Shade Structures shall be the first item to be eliminated, then skate elements)

1. Storm Water requirements:

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

2. Accessibility Upgrades:

• Provide Path of Travel upgrades, accessible parking upgrades, signage upgrades as required. Project must comply with:

2010 Americans with Disabilities Act Standards

2010 California Building Code

Standard Drawings, current

• See Exhibit C, Access Law Design Compliance Review Preliminary Report, dated July 5, 2012. This Preliminary Report is for the benefit of the Design-Builder and does not necessarily provide a listing of all required accessibility upgrades. This determination is the responsibility of the Design Builder.

3. Skate Elements:

• Install new concrete skate elements as shown in Exhibit A

4. Shade Structures:

- Install 3 new fabric shade structures as shown in Exhibit A. Consider post locations for skate park installation. Maximize provided shade.
 - o Area A: provide a minimum of 250 square feet of shade.
 - o Area B: provide a minimum of 300 square feet of shade.
 - o Area C: provide a minimum of 175 square feet of shade.

3. Design and Construction Requirements:

- 1. All work shall meet Federal, State and City accessibility laws and guidelines.
- 2. All work shall follow the recommendations of the Consultant's Guide to Park Design.
- 3. Permits are required from the City's Development Services Department for shade structures, skate elements and required accessibility improvements. Permit acquisition is the responsibility of the Design-Builder at no additional cost to the City.
- 4. Make all necessary repairs and adjustments to existing drainage, irrigation systems and plantings that are disturbed as a result of construction activities.
- 5. Provide construction fencing during construction.

4. Reference Standards:

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Standard Drawings Approved For Use *	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Doc http://www.sandiego.gov/engineering-cip		eferences at:

Rancho Penasquitos Skatepark "As Built" drawings 33011-1-D through 33011-36-D.

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

 $^{* \} California \ Department \ of \ Transportation, \ MUTCD \ 2006 \ is \ available \ from \ \underline{http://www.dot.ca.gov}.$

EXHIBIT A

REQUIRED SKATE ELEMENTS AND SHADE STRUCTURES

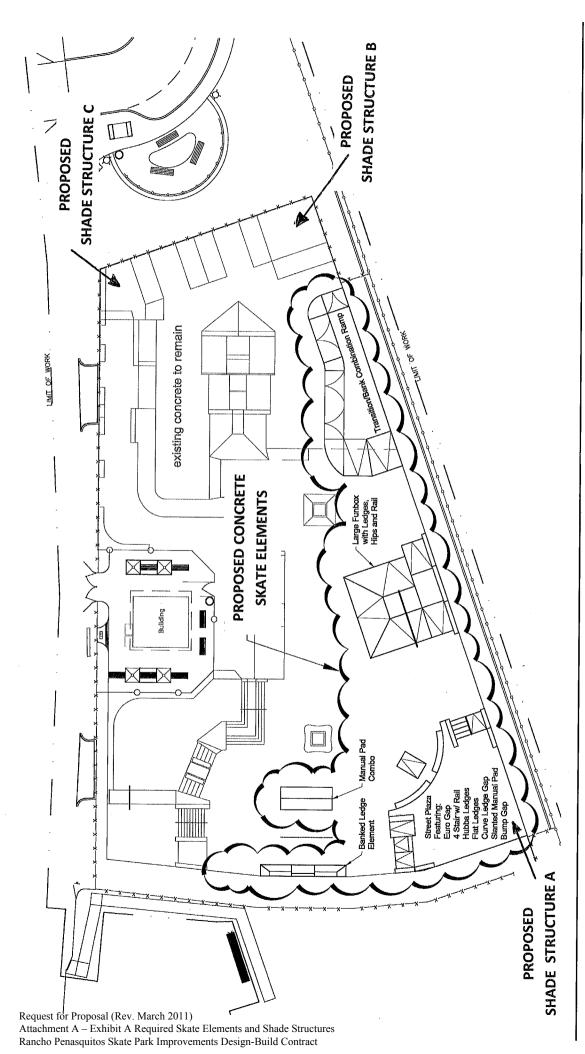






EXHIBIT A

RANCHO PENASQUITOS ŠKATEPARK SAN DIEGO, CALIFORNIA

EXHIBIT B

RANCHO PENASQUITOS SKATE PARK "AS-BUILT" DRAWINGS 33011-1-D THROUGH 33011-36-D

ICINITY MAP

PROJECT ADDRESS : 10111 CARMEL MOUNTAIN ROAD SAN DIEGO, CA 92129

OWNER: CITY OF SAN DIEGO
PARK AND RECREATION DEPARTMENT
PARK PLANNING AND DEVELOPMENT DIVISION
1010 SECOND AVE., SUITE 1400, M.S. 614 SAN DIEGO, CA 92101 (P): (619)-533-3025 (F): (619)-533-3122

PROJECT DIRECTORY LANDSCAPE ARCHITECT: SCHMIDT DESIGN GROUP 2655 FOURTH AVENUE SAN DIEGO, CALIFORNIA 92103 PHONE: 1.619.236.1462 FAX: 1.619.236.8792

FLC - FLORES LUND CONSULTANTS 7220 TRADE STREET, SUITE 120 SAN DIEGO, CALIFORNIA 92121 PHONE: 1.858.566.0626 FAX: 1.858.566.0627

ELECTRICAL ENGINEER: TURPIN & RATTAN 4719 PALM AVENUE LA MESA, CALIFORNIA 91941 PHONE: 1.619.466.6224 FAX: 1.619.466.6233

APPLICABLE STANDARD DRAWINGS AND SPECIFICATIONS:

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK EDITION), 2003, INCLUDING THE REGIONAL AND CITY OF SAN DIEGO SUPPLEMENTAL AMENDMENT, DOCUMENT NO. 769843, FILED JULY 21, 2000. 1999 STANDARD SPECIAL PROVISIONS FOR SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS OF THE CITY OF SAN DIEGO, DOCUMENT NO. 769842, FILED OCTOBER 22, 1999.

CALIFORNIA DEPARTMENT OD TRANSPORTATION "MANUAL OF TRAFFIC CONTROLS FOR CONSTRICTION AND MAINTENANCE WORK ZONE." (FILED 1996 ED, DOCUMENT NO. 769843, FILED JANUARY 24, 2000) STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATION (JULY 1992), DOCUMENT NO. 769846, FILED JULY 9, CITY OF SAN DIEGO STANDARD DRAWINGS, INCLUDING ALL REGIONAL STANDARD DRAWINGS, DOCUMENT NO. 769846, FILED JULY 21, 2000.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLAN (JULY 1992), DOCUMENT NO. 769805, FILED JULY 1992.

PLAN SIZE AND SCALES

ATTENTION IS DIRECTED TO STANDARD SPECIFICATION, CITY OF SAN DIEGO, SUPPLEMENTAL AMENDMENTS, SECTION 2-5.4, AS-BUILT DRAWINGS.

CAUTION: PLAN SHEETS MAY BE REPRODUCED. IF SHEET SIZE IS LESS THAN 24"X36", IT IS A REDUCED PRINT SIZE. REDUCE SCALE ACCORDINGLY

CONTRACTOR IS REQUIRED TO DELIVER 'AS-BUILT' INFORMATION, TO THE RESIDENT ENGINEER, PRIOR TO THE FINAL ACCEPTANCE OF THE WORK.

PLANS SHOULD BE REVIEWED TO ESTABLISH A COMPLETE SCOPE OF WORK.
GENERALLY, THE IMPROVEMENTS FOR THIS PROJECT INCLUDE BUT ARE NOT
UMITED TO THE FOLLOWING ITEMS:
A. CLEARING AND GRUBBING THE SITE.
B. GRADING THE ENTIRE SITE.

- INSTALLATION OF NEW HANDICAP ACCESSIBLE ROUTE AND PARKING STALLS.
 INSTALLATION OF DROP OFF AREA.
 INSTALLATION OF FENCE ENCLOSED ENTRY PLAZA.
 INSTALLATION OF SKATE PARK CONCRETE.
 INSTALLATION OF SKATE PARK WOOD STRUCTURES.

- INSTALLATION OF NEW DRINKING FOUNTAIN.
 INSTALLATION OF NEW WATER, SEWER, AND ELECTRICAL SERVICES.

- INSTALLATION OF NEW LANDSCAPE.
 INSTALLATION OF NEW STABILIZIED DECOMOPOSED GRANITE.
 INSTALLATION OF NEW DRAINAGE STRUCTURES.
 INSTALLATION OF NEW SECURITY FENCE AROUND PERIMETER OF SITE.

- RESIDENT ENGINEER, ENGINEERING & CAPITAL PROJECTS DEP. PROJECT MANAGER, PARK AND RECREATION DEP
- CONTRACTOR'S REPRESENTATIVE
- PARK & RECREATION AREA MANAGER

TOTAL SITE AREA: 53,456 SQ. FT.
TOTAL PARKING AREA: 11625 SQ. FT.

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LAND SURVEYOR MUST FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK. IF DESTROYED, A LAND SURVEYOR SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION MUST BE NOTIFIED, IN WRITING, AT LEAST 3 DAYS PRIOR TO THE CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPLACING ANY VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

CODE INFORMATION

BUILDING AREA: 348 SQ. FT. OCCUPANCY GROUP: B TYPE OF CONSTRUCTION: V-N

BUILDING NOTE

1. BUILDING ADDRESS SHALL BE VISIBLE FROM STREET

EQUIVALENT PRODUCTS

WHENEVER ANY PARTICULAR MATERIAL, EQUIPMENT, ETC., IS INDICATED BY BRAND NAME OR MANUFACTURER, SUCH WORDING IS USED FOR THE PURPOSE OF FACILITATING ITS DESCRIPTION AND SHALL BE DEEMED TO BE FOLLOWED BY THE WORDS 'OR EQUAL'. A LISTING OF MANUFACTURERS IS NOT INTENDED TO BE COMPREHENSIVE. THE MANUFACTURERS IS NOT INTENDED TO BE COMPREHENSIVE. THE CONTRACTOR MAY OFFER ANY MATERIAL, PROCESS, OR EQUIPMENT CONSIDERED TO BE EQUIVALENT TO THAT INDICATED. UNLESS OTHERWISE AUTHORIZED BY THE PROJECT MANAGER, THE SUBSTANTIATION OF EQUIVALENTS MUST BE SUBMITTED WITHIN 35 DAYS AFTER THE AWARD OF THE CONTRACT. THE CITY'S PROJECT MANAGER SHALL DETERMINE WHETHER OR NOT THE MATERIAL OFFERED IS EQUIVALENT TO

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE INCREASED PROJECT COSTS WHICH WERE PRECIPITATED BY THE CHANGE IN PRODUCTS AT HIS REQUEST AFTER THE AWARD OF THE CONTRACT.

FOR ADDITIONAL INFORMATION SEE <u>STANDARD SPECIFICATIONS FOR PUBLIC WORKS</u>, SECTION 4, 4-1.6 'TRADE NAMES OR EQUALS'.

DRAWING INDEX

DESCRIPTION	SHEET NO.	DWG. NO.	PREPARED BY:
TITLE SHEET	T-1	33011-1-D	SCHMIDT DESIGN GROUP, INIC.
CLEARING & GRUBBING PLAN	D-1	33011-2-D	SCHMIDT DESIGN GROUP, INIC.
EROSION CONTOL PLAN PHASE 1A	C-1.0	33011-3-D	FLC - FLORES LUND CONSULT
GRADING AND DRAINAGE	C-2.0	33011-4-D	FLC - FLORES LUND CONSULT
GRADING AND DRAINAGE	C-2.1	33011-5-D	FLC - FLORES LUND CONSULT
GRADING AND DRAINAGE	C-2.2	33011-6-D	FLC - FLORES LUND CONSULT
GRADING AND DRAINAGE	C-2.3	33011-7-D	FLC - FLORES LUND CONSULT
CLEARING & GRUBBING PLAN EROSION CONTOL PLAN PHASE 1A GRADING AND DRAINAGE GRADING AND DRAINAGE GRADING AND DRAINAGE GRADING AND DRAINAGE EROSION CONTROL PLAN PHASE 1B	C-3.0	33011-8-D	FLC - FLORES LUND CONSULT
WET UTILITY PLAN	C-4.0	33011-9-D	FLC - FLORES LUND CONSULT
PAVING PLAN	C-5.0	33011-10-D	FLC - FLORES LUND CONSULT
COORDINATE LAYOUT & DIMENSIONAL CON		33011-11-D	FLC - FLORES LUND CONSULT
COORDINATE LAYOUT & DIMENSIONAL CON		33011-12-0	FLC - FLORES LUND CONSULT
SYMBOLS, NOTES & SCHEDULE ELECTRICAL SITE PLAN DIAGRAMS & SCHEDULES ELECTRICAL DETAILS ELECTRICAL DETAILS CONSTRUCTION PLAN CONSTRUCTION PLAN AND LEGEND CONSTRUCTION MATERIALS PLAN	E-1	33011-13-0	TURPIN & RATTAN
ELECTRICAL SITE PLAN	E-2	33011-14-D	TURPIN & RATTAN
DIAGRAMS & SCHEDULES	E-3	33011-15-0	TURPIN & RATTAN
ELECTRICAL DETAILS	E-4	33011-16-D	TURPIN & RATTAN
ELECTRICAL DETAILS	E-5	33011-17-D	TURPIN & RATTAN
CONSTRUCTION PLAN	LC-1	33011-18-D	SCHMIDT DESIGN GROUP, INIC.
CONSTRUCTION PLAN AND LEGEND CONSTRUCTION MATERIALS PLAN	£8=3	33011-19-D	SCHAHOT DESIGN COOLID INIC
CONSTRUCTION MATERIALS PLAN	rc-3	33011-20-0	SCHMIDT DESIGN GROUP; INIC.
SKATEPARK - SECTION / PROFILES SKATEPARK - SECTION / PROFILES	S-1	33011-21-0	SCHMIDT DESIGN GROUP, INIC. SCHMIDT DESIGN GROUP, INIC.
SKATEPARK - SECTION / PROFILES	S-2 S-3	33011-22-D 33011-23-D	SCHMIDT DESIGN GROUP, INIC.
LANDSCAPE DETAILS	LCD-1	33011-24-0	SCHMIDT DESIGN GROUP, INIC.
LANDSCAPE DETAILS	LCD-2	33011-25-0	SCHMIDT DESIGN GROUP, INIC.
LANDSCAPE DETAILS	LCD-3	33011-26-0	SCHMIDT DESIGN GROUP, INIC.
LANDSCAPE DETAILS LANDSCAPE DETAILS LANDSCAPE DETAILS LANDSCAPE DETAILS LANDSCAPE DETAILS IRRIGATION PLAN IRRIGATION PLAN IRRIGATION LEGEND & NOTES PLANTING PLAN	LCD-4	33011-27-D	SCHMIDT DESIGN GROUP, INIC.
LANDSCAPE DETAILS	LCD-5	33011-28-D	SCHMIDT DESIGN GROUP, INIC.
IRRIGATION PLAN	1-1	33011-29-0	SCHMIDT DESIGN GROUP, INIC.
IRRIGATION PLAN	1-2	33011-30-D	SCHMIDT DESIGN GROUP, INIC.
IRRIGATION LEGEND & NOTES	1-3	33011-31-0	SCHMIDT DESIGN GROUP, INIC.
PLANTING PLAN	P-1 P-2 P-3	33011-32-D	SCHMIDT DESIGN GROUP, INIC.
PLANTING PLAN & LEGEND PLANTING DETAILS & NOTES	P-2	33011-33-D	SCHMIDT DESIGN GROUP, INIC.
CALTRANS PARKING LOT PLAN	STR-1	33011-34-0 33011-35-0	SCHMIDT DESIGN GROUP, INIC.
RESTROOM FACILITY PLAN AND ELEVATIONS	S RR-1		SCHMIDT DESIGN GROUP, INIC.
THE PROPERTY OF THE ELEVATIONS	MK-1	33011-36-D	SCHMIDT DESIGN GROUP, INIC.

BEFORE EXCAVATING, VERIFY THE LOCATION ON UNDERGROUND UTILITIES. AT LEAST TWO (2) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUEST MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER: UNDERGROUND SERVICE ALERT 1-800-422-4133 (GAS, ELECTRIC, TELEPHONE, WATER, SEWER, LIGHTING, AND TV)

(619)-688-6670

SDRSD = SAN DIEGO REGIONAL STANDARD DRAWINGS PLAN ABBREVATIONS CONFORM TO STANDARD SPECIFICATION, SECTION 1-3, AND THE FOLLOWING PLAN ABBREVIATIONS AND SYMBOLS:

PROJECT OBSERVATION STAGES

- ROUGH GRADING AND DRAINAGE CERTIFICATION FINISH GRADING LAYOUT STAKING TEMPLATE CREATION, REBAR LAYOUT
- SHOTCRETE / CONCRETE FINISH
- WOOD STRUCTURE COMPLETION / FENCING INSTALLATION
- CONSTRUCTION COMPLETION AND PUNCH LIST
- FINAL WALK THROUGH, ACCEPTANCE BY CITY AND OPEN TO PUBLIC USE

DEDUCTIVE ALTERNATES

A RESTROOM FACILITY - SEE SHEET LC-2

A ELECTRICAL CONDUIT AND HANDHOLES - SEE SHEET E-2

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE LANDSCAPE ARCHITECT OF WORK FOR DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS LANDSCAPE ARCHITECT OF WORK, OF MY RESPONSIBILITIES FOR PROJECT

GLEN A. SCHMIDT

LICENSED LANDSCAPE ARCHITECT NUMBER 2138
SCHMIDT DESIGN GROUP, INC., 2655 FOURTH AVENUE, SAN DIEGO, CA 92103
PHONE: (619) 236-1462 FAX: (619) 236 8792





. THIS PROJECT SHALL COMPLY WITH THE ACCESSIBILITY STANDARDS OF THE CALIFORNIA TITLE 24 AND THE FEDERAL ADA/ADAAG.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES, WHETHER SHOWN HEREON OR NOT, AND PROTECT THEM FROM DAMAGE. THE EXPENSE OF REPAIR OR REPLACEMENT OF SAID SUBSTRUCTURES SHALL BE BORNE BY THE CONTRACTOR. 4. LOCATION AND ELEVATION OF ALL EXISTING IMPROVEMENTS WITHIN THE AREA OF WORK SHALL BE CONFIRMED BY FIELD MEASUREMENT PRIOR TO CONSTRUCTION OF NEW WORK. CONTRACTOR WILL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF

CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION 5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2000 EDITION (THE GREENBOOK)

7. CONTRACTOR'S STAGING AREA SHALL BE APPROVED BY RESIDENT ENGINEER.

8. ALL AREAS DISTURBED DURING CONSTRUCTION OPERATIONS INCLUDING CONSTRUCTION ACCESS SHALL BE

9. ALL CONSTRUCTION OPERATIONS SHALL STAY OUTSIDE OF DRIP LINE OF EXISTING TREES.

10. CONTRACTOR SHALL IMPLEMENT AN EROSION CONTROL PROGRAM DURING THE PROJECT GRADING AND/OR CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE STATE WATER

RESOURCE CONTROL BOARD AND THE CITY OF SAN DIEGO MUNICIPAL CODE AND STORM WATER STANDARDS 11. "PUBLIC IMPROVEMENT SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, THE OWNER SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT- ISSUING AUTHORITY.

12. ALL EXISTING AND/OR PROPOSED PUBLIC UTILITY SYSTEM AND SERVICE FACILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH SECTION 144.0240 OF THE MUNICIPAL CODE.

13. PRIOR TO ANY DISTURBIANCE TO THE SITE, EXCLUDING UTILITY MARK-OUTS AND SURVEYING, THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRE-CONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO

FIELD ENGINEERING DIVISION (858) 627-3200.

14. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS THE CITY RESIDENT ENGINEER APPROVES A CONSTRUCTION CHANGE OR THE CITY BUILDING INSPECTOR REQUIRES THE CHANGE.

15. AN AS-GRADED GEOTECHNICAL REPORT SHALL BE SUBMITTED THE RESIDENT ENGINEER WITHIN 15 CALENDAR DAYS OF COMPLETION OF GRADING.

16. THE AREA WHICH IS DEFINED AS A NON GRADING AREA AND WHICH IS NOT TO BE DISTURBED SHALL BE STAKED PRIOR TO START OF THE WORK. THE PERMIT APPLICANT AND ALL OF THEIR REPRESENTATIVES OR CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS FOR PROTECTION OF THIS AREA AS REQUIRED BY

4/22/04

1. ALL GRADING SHALL BE DONE UNDER OBSERVATION AND TESTING BY A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND, IF REQUIRED, BOTH A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND AN ENGINEERING GEOLOGIST. ALL GRADING MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE CITY ORDINANCE AND THE RECOMMENDATIONS AND SPECIFICATIONS SET FORTH IN THE SOILS REPORT OR GEOLOGICAL/GEOTECHNICAL INVESTIGATION

PRELIMINARY GEOTECHNICAL EVALUATION REPORT RANCHO PENASQUITOS SKATE PARK PREPARED BY: NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS DATED: SEPT. 26, 2002

2. ALL FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 90% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MOST RECENT VERSION OF A.S.T.M. D-1557 OR AN APPROVED ALTERNATIVE STANDARD.

3. AT THE COMPLETION OF THE GRADING OPERATIONS FOR THE EARTHWORK SHOWN ON THIS PLAN, AN AS-GRADED SOILS REPORT, OR IF REQUIRED, AN AS-GRADED SOILS AND GEOLOGICAL REPORT WILL BE PREPARED IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE CITY OF SAN DIEGO TECHNICAL GUIDELINES FOR GEOTECHNICAL REPORTS. THE FINAL "AS-GRADED" GEOTECHNICAL REPORT WILL BE SUBMITTED TO THE FIELD ENGINEERING SECTION OF PUBLIC WORKS AND A SECOND COPY TO THE GEOLOGY SECTION OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT WITHIN 15 DAYS OF THE COMPLETION OF GRADING. GEOLOGIC INSPECTION IS INDICATED IN THE PERMIT OR PROJECT PLANS, REPORTS OR SPECIFICATIONS, THE FINAL REPORT MUST ALSO BE REVIEWED AND SIGNED BY A CALIFORNIA CERTIFIED ENGINEERING

SPECIFICATIONS, THE FINAL REPORT MOST ALSO BE REVIEWED AND SIGNED BY A CALIFORNIA CERTIFIED ENGINEER CONTROL OF THE PROJECT, THE WORK SHALL BE STOPPED UNTIL THE REPLACEMENT HAS AGREED IN WRITING TO ACCEPT THE RESPONSIBILITY WITHIN THE AREA OF THEIR TECHNICAL COMPETENCE FOR APPROVAL UPON COMPLETION OF THE WORK. IT SHALL BE THE DUTY OF THE PERMITTEE TO NOTIFY THE CITY ENGINEER AND THE GEOLOGY SECTION OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT IN WRITING OF SUCH CHANGE PRIOR TO THE RECOMMENCEMENT OF GRADING.

5. THESE GRADING PLANS HAVE BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS CONTAINED IN THE REFERENCED GEOTECHNICAL REPORT(S) PREPARED FOR THIS

6. FOR SOIL FILE SEE CITY RECORD S - XXXXXX

FRANCIS O. MORELAND, C.E.G. \$2071

Lan

ERIK OLSEN, G.E. R.G.E. 2213 03/31/2006 PHONE NO. 858-576-1000

"CONSTRUCTION SITE PRIORITY: HIGH"



SCHMIDT DESIGN GROUP, INC.

BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY

2655 Fourth Avenue, San Diego, CA 92103 telephone {619} 236-1462 facsimile {619} 236-8792

Lic. CA 2138, NV 219, AZ 34139

Work Order No. 295160 Specification Number 2193 City Contract, CAP# 29-516.0

RANCHO PENASQUITOS SKATE PARK

TITLE SHEET CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 36 SHEETS NO. 295160 4-28-04 DATE BY APPROVED DATE FILMED DESCRIPTION 4/29/03 7-17-6 288-1735 AS BUILT

FILMED FROM THE CRIGINAL. BEST QUALITY OBTAINABLE. EXCESSIVE GRAY BACKGROUND MAY CAUSE A POOR QUALITY REPRODUCTION.



PARK

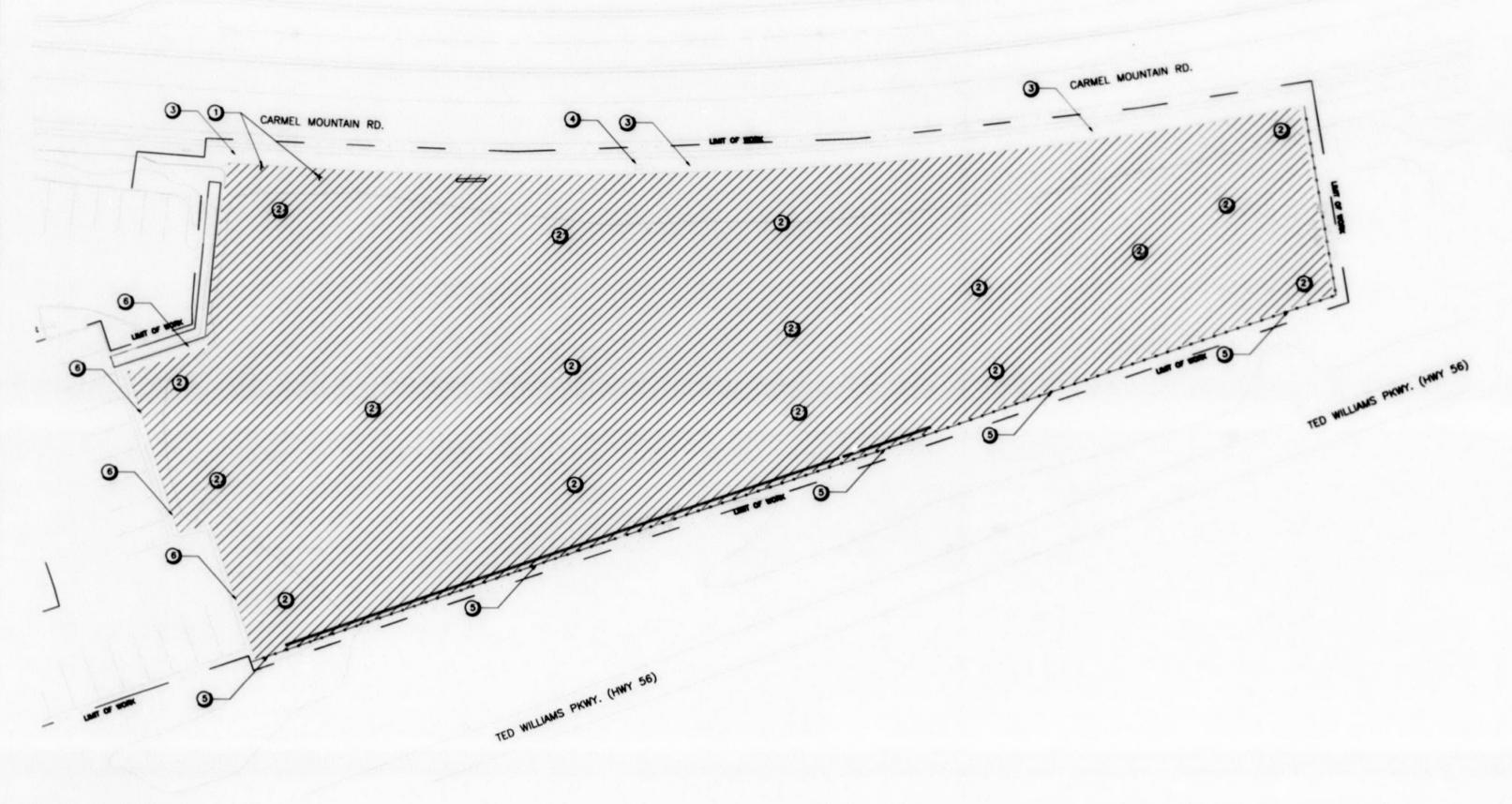
SKATE

FRANCIS O. MOREL

BUSINEERING

33011-1 -D

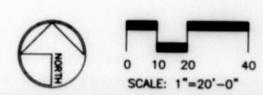
21 | page



DEMOLITION LEGEND: SYMBOL DESCRIPTION 1 EXISTING SIGN TO REMAIN. PROTECT IN PLACE. CLEAR AND GRUB ALL PLANT MATERIAL, TRASH, AND DEBRIS. DO NOT CLEAR BEYOND PROJECT BOUNDARY. EXISTING SIDEWALK TO REMAIN. PROTECT IN PLACE. EXISTING METER TO REMAIN. PROTECT IN PLACE. EXISTING CALTRANS CHAINLINK FENCE TO REMAIN.
PROTECT IN PLACE. WOODEN LOGS OUTLINING ADJACENT PARKING TO REMAIN.

- NOTES:

 1. CONTRACTOR TO PROVIDE A SIX FOOT TEMPORARY CHAIN LINK CONSTRUCTION FENCE AROUND LIMIT OF WORK LINE DURING CONSTRUCTION. LOCATION OF FENCING SHALL BE APPROVED BY THE CITY REPRESENTATIVE. STABILIZE TEMPORARY FENCE WITH SAND BAGS OR OTHER SUPPLIER APPROVED METHOD.
- ALL DEBRIS ENCOUNTERED FROM DEMOLITION AND GRADING OPERATIONS SHALL BE REMOVED FROM THE PROJECT SITE AND DISPOSED OF AT A LEGAL SITE OF DISPOSAL.



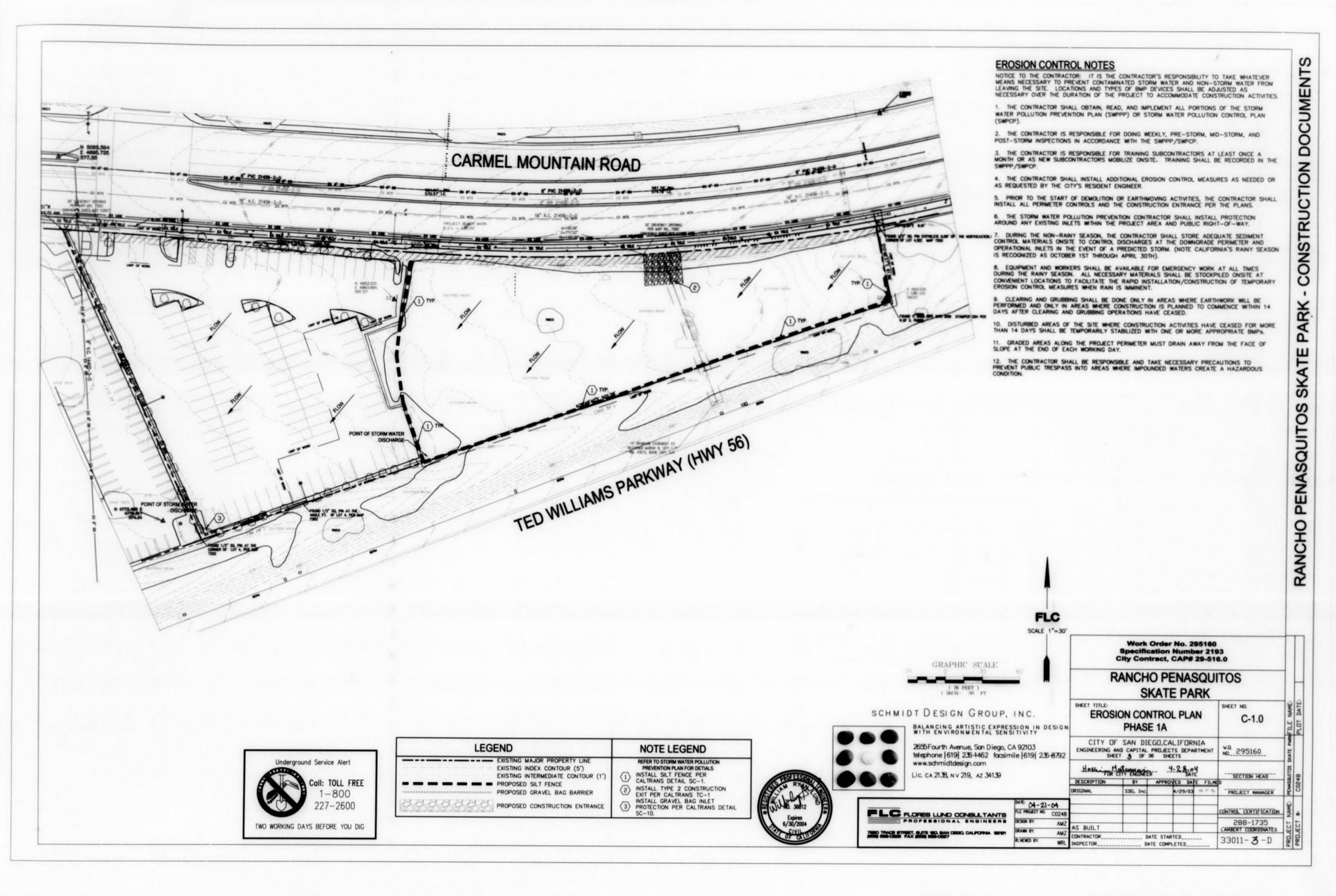
RANCHO PENASQUITOS SKATE PARK SHEET TITLE: SHEET NO. DEMOLITION PLAN CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 2 OF 36 SHEETS W.O. 295160 - 4-28-04 CRIPTION BY APPROVED DATE FILMED 4/29/03 AL IT DO SDG, Inc. 288-1735 AS BUILT DATE STARTED______
DATE COMPLETED_ CONTRACTOR. 33011- 2 -D €

SCHMIDT DESIGN GROUP, INC.

BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY

2655 Fourth Avenue, San Diego, CA 92103 telephone {619} 236-1462 facsimile {619} 236-8792 www.schmidtdesign.com

Lic. CA 2138, NV 219, AZ 34139



GEOTECHNICAL RECOMMENDATIONS

A COPY OF THE OF THE GEOTECHNICAL EVALUATION REPORT FOR THE PROPOSED IMPROVEMENTS AT RANCHO PENASQUITOS SKATE PARK, PREPARED BY NINYO & MOORE. JOB NO. 104730001 DATED SEPTEMBER 26, 2002, HAS BEEN INCLUDED AS AN APPENDIX TO THE SITE WORK SPECIFICATIONS FOR REFERENCE PURPOSES. RECOMMENDATIONS LISTED BELOW ARE NOT ALL INCLUSIVE. THE CONTRACTOR SHALL REFER TO THE SITE WORK SPECIFICATIONS FOR FURTHER DETAIL.

ALL FILL CONTROL PROJECTS SHALL HAVE AN INVESTIGATION OR A VISUAL EXAMINATION, DEPENDING ON THE NATURE OF THE JOB PERFORMED BY A QUALIFIED SOIL ENGINEER PRIOR TO GRADING.

2. ALL DEBRIS, ORGANIC MATTER OR OVERSIZED MATERIALS (GREATER THAN 6 INCHES IN MAXIMUM DIMENSION) ENCOUNTERED MUST BE REMOVED AND DISPOSED OF IN AN APPROVED LEGAL MANNER. CLEARING AND GRUBBING SHALL EXTEND TO THE OUTSIDE OF THE PROPOSED EXCAVATION AND FILL AREAS.

3. EXPANSIVE FILL SOILS (E.I. 50 AND LARGER) AND IN PLACE FILL SOILS WITHIN PROPOSED STRUCTURAL AREAS SHALL BE REMOVED AS NECESSARY TO PROVIDE A MINIMUM OF THREE (3) FEET OF LOW EXPANSION POTENTIAL COMPACTED FILL BELOW STRUCTURE FOOTINGS AND SKATE PARK/HARDSCAPE SUBGRADE. THE AREAL EXTENT AND DEPTH TO WHICH THE FILL SHOULD BE REMOVED, SHALL BE EVALUATED BY THE GEOTECHNICAL CONSULTANT'S REPRESENTATIVE IN THE FIELD BASED ON MATERIALS EXPOSED.

4. BOTTOM OF OVEREXCAVATIONS AND SURFACES TO RECEIVE FILL SHALL BE SCARFFED AND RECOMPACTED TO A DEPTH OF 12 INCHES. ALL SURFACES SHALL BE EVALUATED AND APPROVED BY THE GEOTECHNICAL CONSULTANT'S REPRESENTATIVE PRIOR TO PLACEMENT OF FILL.

5. FILL MATERIAL SHALL NOT CONTAIN ROCK LUMPS OVER 6 INCHES IN LARGEST DIMENSION, AND NOT MORE THAN 40 PERCENT LARGER THAN 1.5 INCHES. ANY IMPORTED FILL SHALL HAVE LOW OR VERY LOW EXPANSION POTENTIAL (E.I. OF 50 OR SMALLER) GRANULAR SOIL. IMPORT MATERIAL SHALL ALSO HAVE A LOW CORROSION POTENTIAL (MINIMUM RESISTIVITY GREATER THAN 2,000 OHM-CM, CHLORIDE CONTENT LESS THAN 200 PARTS PER MILLION, AND SOLUBLE SULFATE CONTENT OF LESS THAN 0.1 PERCENT). MATERIALS FOR USE AS FILL SHALL BE EVALUATED BY THE GEOTECHNICAL CONSULTANT'S REPRESENTATIVE PRIOR TO FILLING OR IMPORTING.

ON-SITE SOILS COMPLYING WITH THE REQUIREMENTS LISTED WITHIN THIS NOTE MAY BE USED AS COMPACTED FILL PROVIDING THEY ARE FREE OF ORGANIC MATERIALS, DELETERIOUS MATERIALS, AND ROCK FRAGMENTS GREATER THAN 6 INCHES IN DIMENSION.

6. FILL MATERIALS SHALL BE MOISTURE CONDITIONED TO NEAR OPTIMUM MOISTURE CONTENT PRIOR TO PLACEMENT. COMPACTED FILL SHALL BE PLACED IN HORIZONTAL LIFTS OF 8 INCHES IN LOOSE THICKNESS. EACH LIFT SHALL BE WATERED OR DRED AS NEEDED TO ACHIEVE OPTIMUM MOISTURE CONDITION, AND COMPACTED TO A RELATIVE COMPACTION OF 90 OR MORE PERCENT OF THE MAXIMUM DRY DENSITY AS EVALUATED BY ASTM D1557.

7. COMPACTION OF THE FACE OF FILL SLOPES SHALL BE PERFORMED BY BACKROLLING AT INTERVALS OF 4 FEET OR LESS IN VERTICAL SLOPE HEIGHT, OR AS DICTATED BY THE CAPABILITY OF THE AVAILABLE EQUIPMENT. MOISTURE CONDITIONING OF SLOPE FILL SHALL BE THE SAME AS RECOMMENDATIONS GIVEN FOR PLACEMENT OF FILL ON THE SITE.

8. ALL EARTHWORK PERFORMED ON-SITE MUST BE ACCOMPLISHED IN ACCORDANCE WITH THE SITE WORK SPECIFICATIONS.

ACCESSIBILITY NOTES

1. COMPLY WITH THE REQUIREMENTS OF THE CALIFORNIA BUILDING CODE (2001 CBC) FOR ALL SITE IMPROVEMENTS.
2. MAXIMUM CROSS SLOPE ON WALKWAYS SHALL BE 2%.
3. NO CHANGES IN LEVEL GREATER THAN 1/2" SHALL BE ALLOWED WITHOUT A CURB RAMP. CHANGES IN LEVEL BETWEEN 1/4" AND 1/2" SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2.

4. CATCH BASIN AND DRAIN INLET GRATES SHALL HAVE SPACES NO GREATER THAN 1/2" WIDE IN ONE DIRECTION. IF GRATINGS HAVE ELONGATED OPENINGS, THEY SHALL BE PLACED SO THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

5. CURB RAMPS SHALL BE REQUIRED WHEREVER ACCESSIBLE ACCESS ROUTES CROSS A CURB.

6. ACCESSIBLE RAMPS AND HANDRAILS SHALL BE REQUIRED WHEREVER SLOPE EXCEEDS 5%.

MAXIMUM SLOPE SHALL BE 8.33% LEVEL LANDINGS SHALL BE INSTALLED AT TOP AND BOTTOM OF EACH RUN EQUAL TO THE MIDTH OF THE RAMP, 60° X 60" MINIMUM, AND INTERMEDIATE LANDINGS AT INTERVALS NOT EXCEEDING 30" OF VERTICAL RISE. BOTTOM LANDINGS AND INTERMEDIATE LANDINGS WITH DIRECTION CHANGES IN EXCESS OF 30 DEGREES SHALL BE MINIMUM 72" IN THE DIRECTION OF TRAVEL.

RAMPS AND LANDINGS WITH VERTICAL SIDE DROP-OFFS SHALL HAVE WALLS, RAILINGS, PROTECTIVE SURFACES OR MINIMUM 2" HIGH CURBS.

7. ALL STAIRS SHALL HAVE A 2" WIDE SLIP RESISTANT, CONTRASTING COLOR STRIPE AND DETECTABLE WARNING, 1" MAXIMUM FROM NOSING ON ALL

READS.

8. ALL PAVEMENT CROSS SLOPES (SLOPES PERPENDICULAR TO THE DIRECTION OF TRAVEL) SHALL BE A MAXIMUM OF 2%. ALL RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1 IN 12. ALL LANDINGS AT STAIRS
AND RAMPS SHALL HAVE A MAXIMUM SLOPE OF 2% (BOTH DIRECTIONS). ALL WALKWAYS SHALL HAVE A MAXIMUM SLOPE LESS THAN 5% IN THE DIRECTION OF TRAVEL. ALL MAXIMUM SLOPES ARE ABSOLUTE AND SUPERSEDE CONSTRUCTION TOLERANCES STATED IN THE PROJECT SPECIFICATION. THE CONTRACTOR HAS THE OPTION OF ADJUSTING GRADES TO ALLOW FOR CONSTRUCTION TOLERANCE BUT SHALL NOT ADJUST GRADES TO LESS THAN 1% SLOPE. THE CONTRACTOR SHALL CONTACT THE ARCHITECT REGARDING ANY GRADE REVISIONS PRIOR TO CONSTRUCTION OF PAVEMENT AREAS. THE PAVEMENT SLOPES WILL BE REVIEWED AFTER CONSTRUCTION AND PAVEMENT OVER THE MAXIMUM SLOPES SPECIFIED ABOVE WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE. BE REPLACED AT THE CONTRACTOR'S EXPENSE.

LEGEND EXISTING MAJOR PROPRETY LINE EXISTING EASEMENT EXISTING INDEX CONTOUR (5') EXISTING INTERMEDIATE CONTOUR (1' EXISTING WATER LINE EXISTING SEWER LINE EXISTING STORM DRAIN EXISTING CURB/CURB & GUTTER PROPOSED INDEX CONTOUR (5') PROPOSED INTERMEDIATE CONTOUR (PROPOSED CONTOUR LABEL PROPOSED WATER LINE PROPOSED 6" SEWER LINE PROPOSED 12" STORM DRAIN PROPOSED RIP RAP SECTION A-A, B-B, OR C-C REFER TO SHEET C-2.3

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NOTE LEGEND INSTALL GRATED CATCH BASIN PER SDRSD D-29; TOP OF

GRATE=589.50' INV. 12" HDPE OUT=585.50"

(5) INSTALL 47± LF 12" HDPE STORM DRAIN @ 1.10%

6 PIPE=585.00'. INSTALL HEAD WALL PER SDRSD D-30. INV. OUT OF

7 INSTALL ONE FOOT THICK NO. 2 BACKING RIP RAP OVER 8 INCHES DECOMPOSED GRANITE OVER MIRAFI 150 FILTER FABRIC.

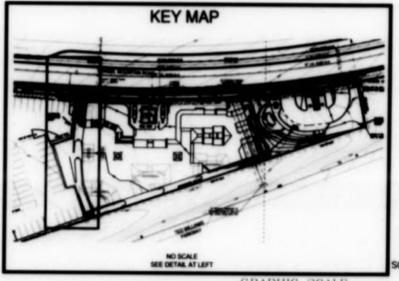
(8) CONSTRUCT CONCRETE DRIVEWAY PER SDRSD G-14A

CONSTRUCT RETAINING WALL PER SDRSD C-4 WITH TAN SPLIT FACE BLOCK. MAXIMUM WALL HEIGHT IS 2.5 FEET (30 INCHES).

(31) INSTALL HANDRAIL PER SDRSD M-24. ONE INTERMEDIATE RAIL AT 18 INCHES ABOVE TOP OF WALL HEIGHT. RAIL TO BE INSTALLED AT BACK OF WALL.

INSTALL 10± LF OF TYPE B BROW DITCH PER SDRSD D-75..

FLOW LINE TOP OF SURFACE/CONCRETE STRUCTURE
TOP OF WALL
BOTTOM OF WALL
TOP OF BENCH
TOP OF PLANTER
TOP OF GRATE
TOP OF CURB TS/FS



NOTICE TO CONTRACTOR FOR CROSS-SECTIONS TO ASSIST WITH GRADING AND CONSTRUCTION, PLEASE REFER TO THE LANDSCAPE ARCHITECT'S "SKATE PARK--SECTIONS/PROFILES" SHEETS.

Work Order No. 295160 Specification Number 2193 City Contract, CAP# 29-516.0 **RANCHO PENASQUITOS**

SKATE PARK SHEET TITLE

GRADING & DRAINAGE BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY PLAN CITY OF SAN DIEGO, CALIFORNIA ND 295160 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 4 DF 36 SHEETS telephone [619] 236-1462 focsimile [619] 236-8792 Hosai Matamai 4-28-04

FLC FLORES LUND CONSULTANTS 7860 TRACE STREET, BUTE SIG. SAN DESIG, CALFORNA SINS!

AS BUILT CONTRACTOR_ NSPECTOR_

ONTROL CERTIFICATION 288-1735 AMBERT COURDINATES DATE STARTED 33011-4 -D DATE COMPLETED_

Underground Service Alert Call: TOLL FREE 1 - 800227-2600 TWO WORKING DAYS BEFORE YOU DIG (IN FEET)

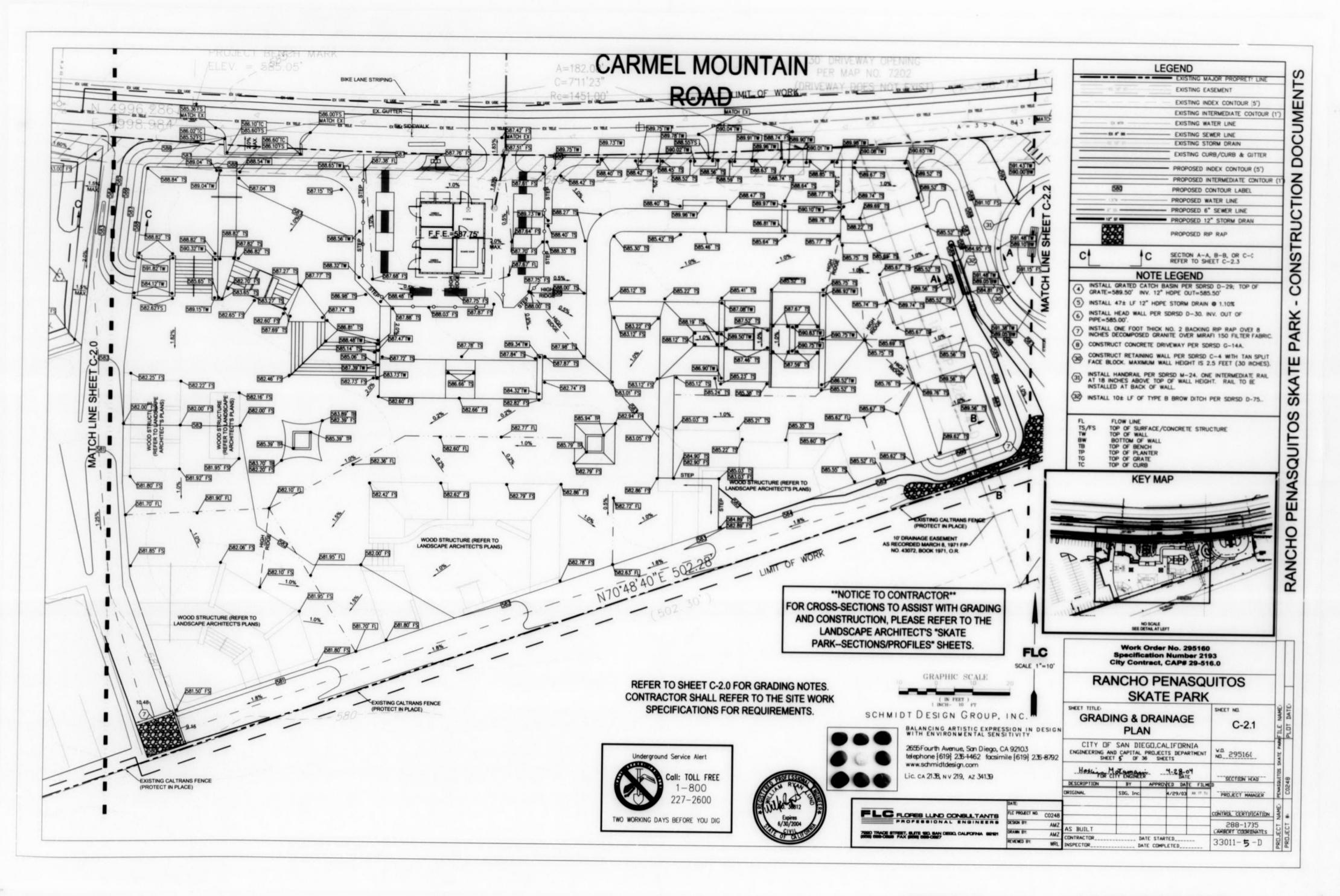
2655 Fourth Avenue, San Diego, CA 92103

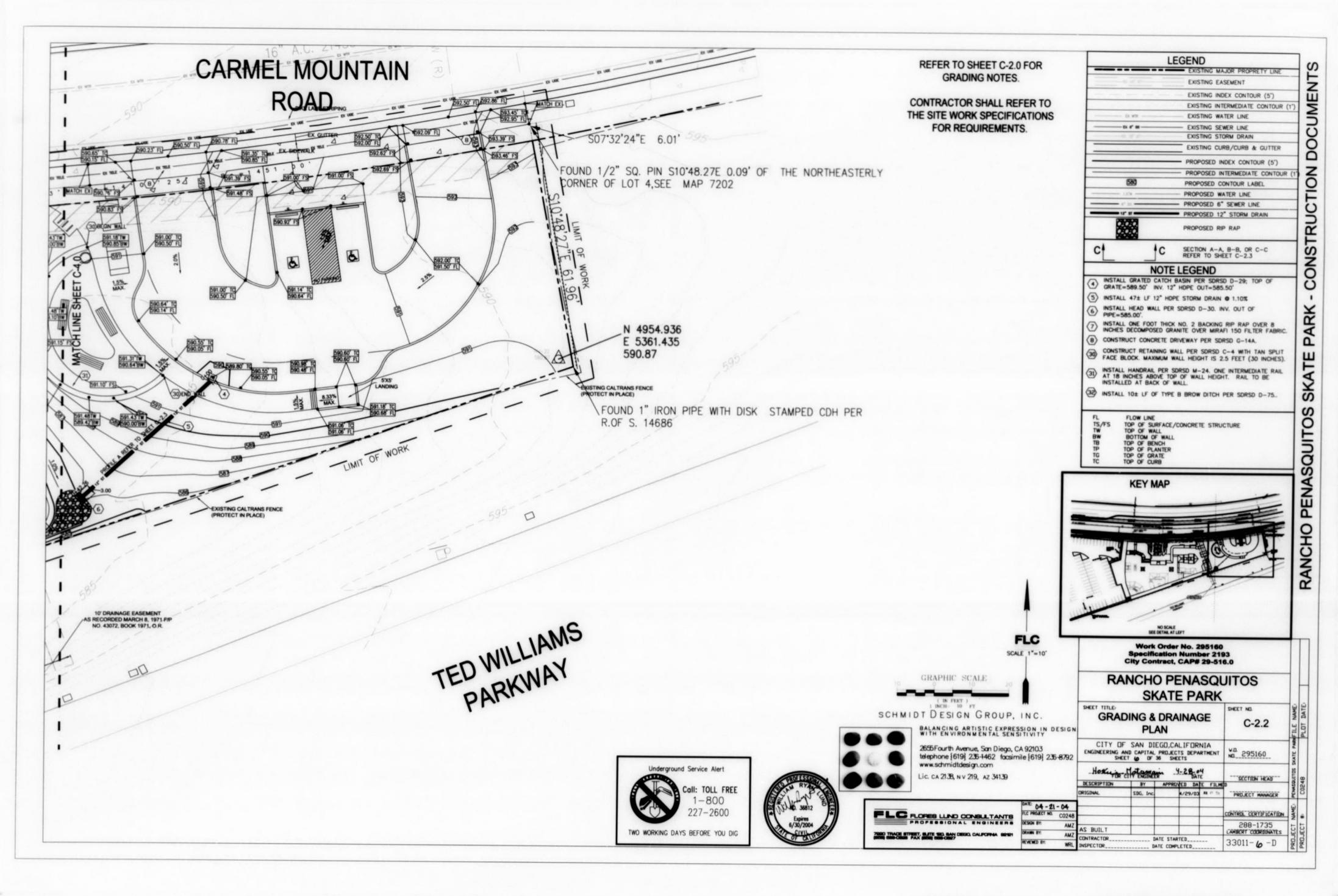
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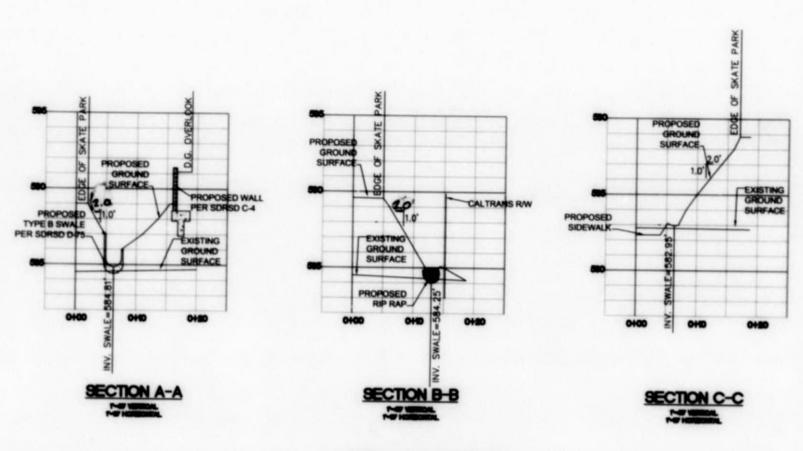
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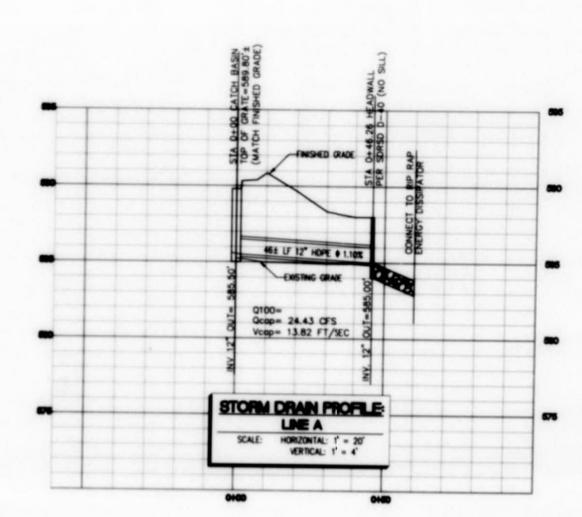
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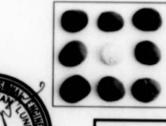


GRADING SECTIONS FOR SECTION A-A & B-B **REFER TO SHEET C-2.1** FOR SECTION C-C REFER TO SHEET C-2.0



STORM DRAIN PROFILE A (REFER TO PAGE C-2.2)

Underground Service Alert



RANCHO PENASQUITOS

SKATE PARK SHEET TITLE

GRADING & DRAINAGE C-2.3 BALANCING ARTISTIC EXPRESSION IN DESIGN PLAN CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 7 OF 36 SHEETS 2655Fourth Avenue, San Diego, CA 92103 telephone [619] 236-1462 facsimile [619] 236-8792 NO 295160 Heseria Moternami 4-28-04 SECTION HEAD

FLC FLORES LUND CONSULTANTS 7880 TRACE STREET, BLITE SIG. SAN DEGG, CALFORNA SPEN

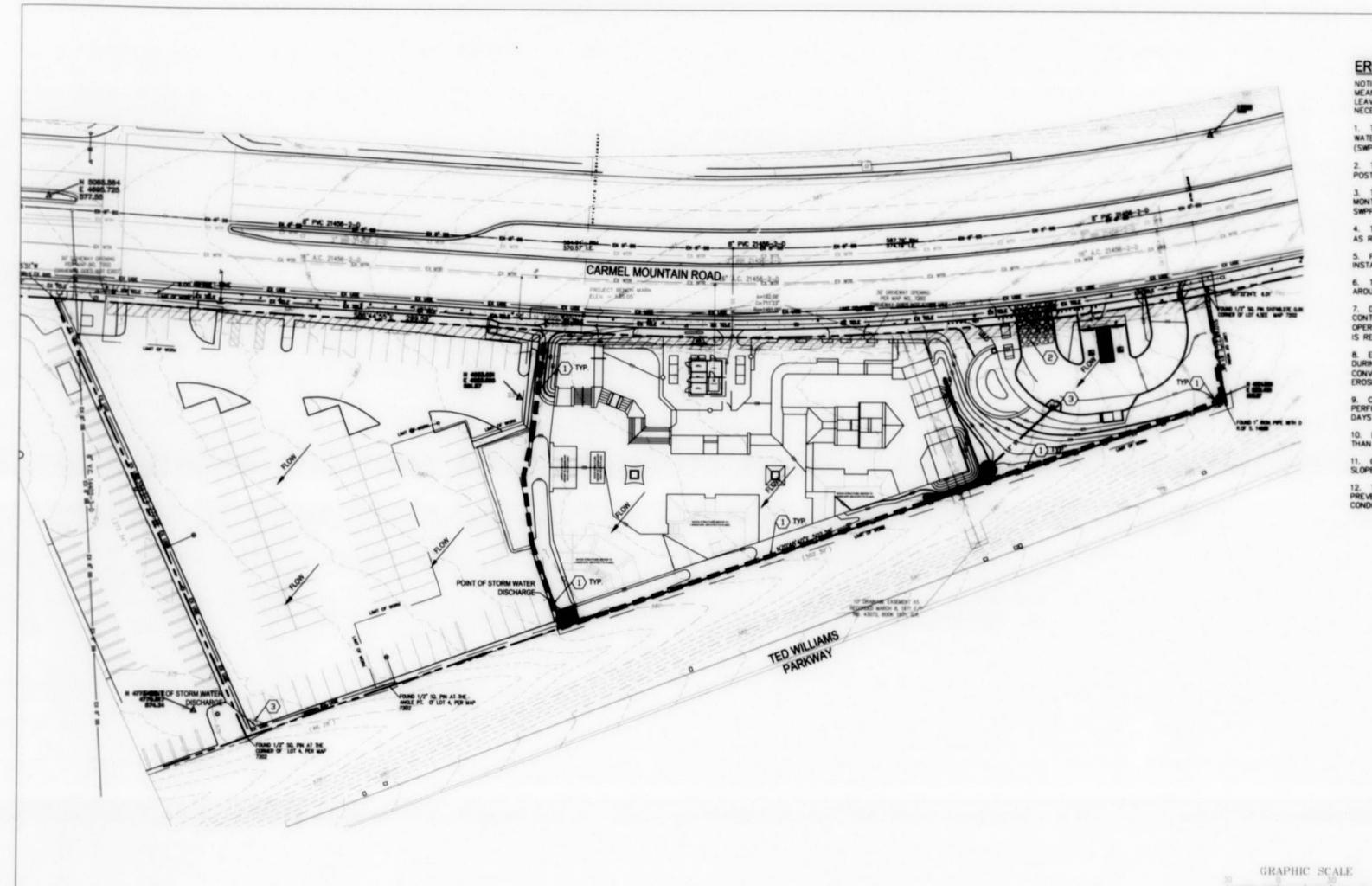
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C PROJECT NO. CO248

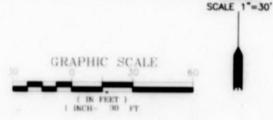
CONTROL CERTIFICATION 288-1735 AS BUILT LAMBERT COORDINATES AME CONTRACTOR_ DATE STARTED___ 33011-7 -D WR. INSPECTOR_ DATE COMPLETED__



EROSION CONTROL NOTES

NOTICE TO THE CONTRACTOR: IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE WHATEVER MEANS NECESSARY TO PREVENT CONTAMINATED STORM WATER AND NON-STORM WATER FROM LEAVING THE SITE. LOCATIONS AND TYPES OF BMP DEVICES SHALL BE ADJUSTED AS NECESSARY OVER THE DURATION OF THE PROJECT TO ACCOMMODATE CONSTRUCTION ACTIVITIES.

- THE CONTRACTOR SHALL OBTAIN, READ, AND IMPLEMENT ALL PORTIONS OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) OR STORM WATER POLLUTION CONTROL PLAN
- 2. THE CONTRACTOR IS RESPONSIBLE FOR DOING WEEKLY, PRE-STORM, MID-STORM, AND POST-STORM INSPECTIONS IN ACCORDANCE WITH THE SWPPP/SWPCP.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR TRAINING SUBCONTRACTORS AT LEAST ONCE A MONTH OR AS NEW SUBCONTRACTORS MOBILIZE ONSITE. TRAINING SHALL BE RECORDED IN THE
- . THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL MEASURES AS NEEDED OR AS REQUESTED BY THE CITY'S RESIDENT ENGINEER.
- 5. PRIOR TO THE START OF DEMOLITION OR EARTHMOVING ACTIVITIES, THE CONTRACTOR SHALL INSTALL ALL PERIMETER CONTROLS AND THE CONSTRUCTION ENTRANCE PER THE PLANS.
- THE STORM WATER POLLUTION PREVENTION CONTRACTOR SHALL INSTALL PROTECTION AROUND ANY EXISTING INLETS WITHIN THE PROJECT AREA AND PUBLIC RIGHT-OF-WAY.
- 7. DURING THE NON-RAINY SEASON, THE CONTRACTOR SHALL STORE ADEQUATE SEDIMENT CONTROL MATERIALS ONSITE TO CONTROL DISCHARGES AT THE DOWNGRADE PERIMETER AND OPERATIONAL INLETS IN THE EVENT OF A PREDICTED STORM. (NOTE CALIFORNIA'S RAINY SEASON IS RECOGNIZED AS OCTOBER 1ST THROUGH APRIL 30TH).
- 8. EQUIPMENT AND WORKERS SHALL BE AVAILABLE FOR EMERGENCY WORK AT ALL TIMES DURING THE RAINY SEASON. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ONSITE AT CONVENIENT LOCATIONS TO FACILITATE THE RAPID INSTALLATION/CONSTRUCTION OF TEMPORARY EROSION CONTROL MEASURES WHEN RAIN IS IMMINENT.
- CLEARING AND GRUBBING SHALL BE DONE ONLY IN AREAS WHERE EARTHWORK WILL BE PERFORMED AND ONLY IN AREAS WHERE CONSTRUCTION IS PLANNED TO COMMENCE WITHIN 14 DAYS AFTER CLEARING AND GRUBBING OPERATIONS HAVE CEASED.
- 10. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR MORE THAN 14 DAYS SHALL BE TEMPORARILY STABILIZED WITH ONE OR MORE APPROPRIATE BMPs.
- 11. GRADED AREAS ALONG THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPE AT THE END OF EACH WORKING DAY.
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE AND TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS INTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS



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FLC

Work Order No. 295160

RANCHO PENASQUITOS SKATE PARK

EROSION CONTROL PLAN BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY PHASE 1B 2655 Fourth Avenue, San Diego, CA 92103 telephone [619] 236-4462 facsimile [619] 236-8792

C-3.0 CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 8 DF 36 SHEETS

V.O. 295160 Hossing Hotomani 4-28-04

SHEET NO.

SECTION HEAD

DESCRIPTION BY APPROVED DATE FILME

LEGEND NOTE LEGEND EXISTING MAJOR PROPERTY LINE EXISTING INDEX CONTOUR (5') REFER TO STORM WATER POLLUTION PREVENTION PLAN FOR DETIALS. EXISTING INTERMEDIATE CONTOUR (1') PROPOSED SILT FENCE 1 INSTALL SILT FENCE PER CALTRANS DETAIL SC-1. PROPOSED GRAVEL BAG BARRIER

PROPOSED INDEX CONTOUR (5')

PROPOSED CONTOUR LABEL

PROPOSED INTERMEDIATE CONTOUR (1")

(2) INSTALL TYPE 2 CONSTRUCTION EXIT.PER CALTRANS TC-1 PROPOSED CONSTRUCTION ENTRANCE

(3) INSTALL GRAVEL BAG INLET PROTECTION PER CALTRANS DETAIL SC-10.

FLC FLORES LUND CONSULTANTS 7000 TRACE STREET, BUTE SIG. SAN DEGIC, CALFORNA SENSI

FILMED FROM THE CRIGINAL. BEST QUALITY OBTAINABLE. EXCESSIVE GRAY BACKGROUND MAY CAUSE A POOR QUALITY REPRODUCTION.

	DRIGINAL	SDG, Inc.	4/29/03	24 17 20	PROJECT MANAGER
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Request for Proposal (Rev. March 2011) Attachment A – Exhibit B Rancho Penasquitos Skate Park "As-Builts" drawings 33011-1-D through 33011-36-D Rancho Penasquitos Skate Park Improvements Design-Build Contract

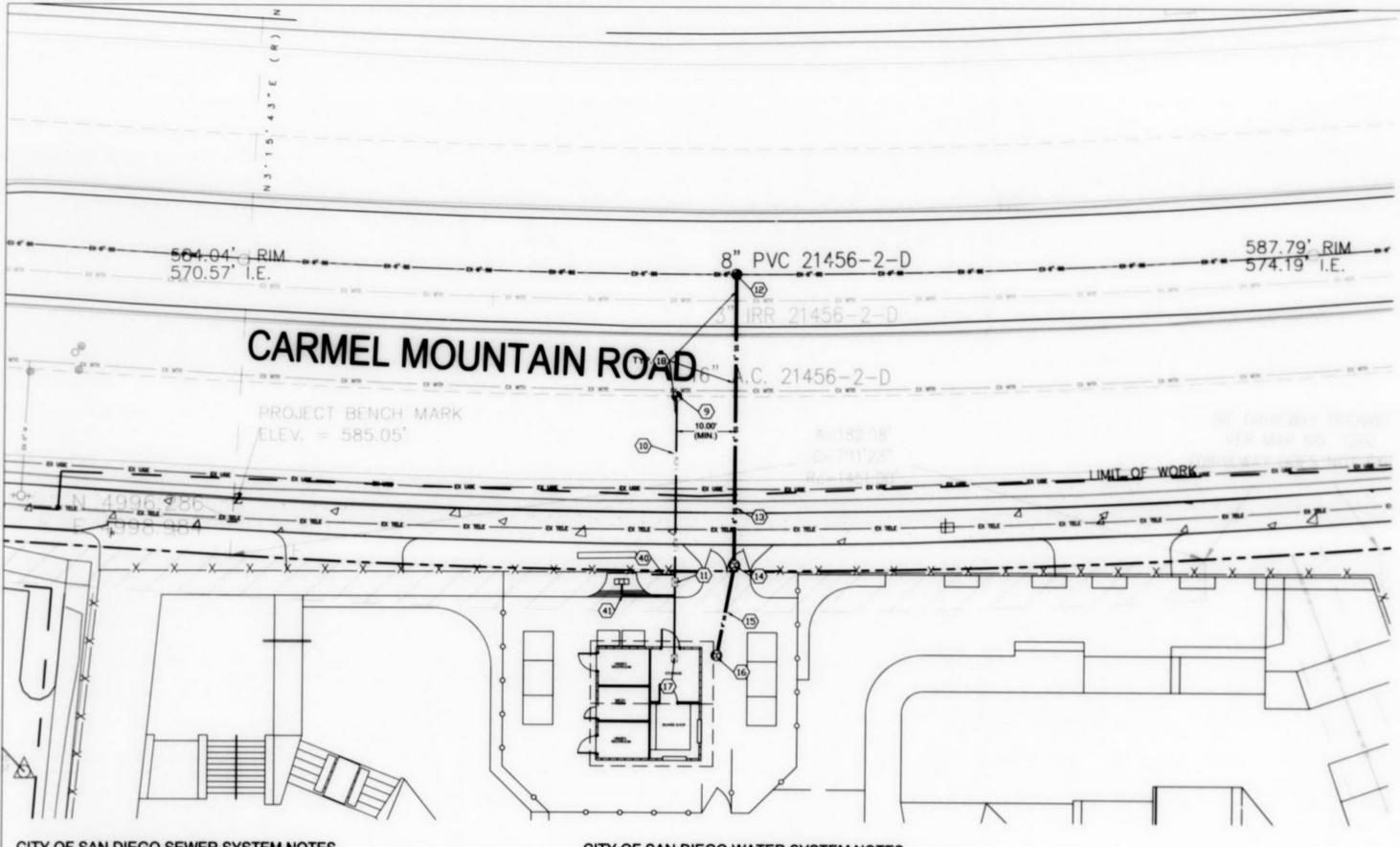
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CITY OF SAN DIEGO SEWER SYSTEM NOTES

- . THE CONTRACTOR MUST SECURE APPROVAL FROM THE RESIDENT ENGINEER PRIOR TO BACKFILL OVER ANY SEWER WYES.
- 2. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE RESIDENT ENGINEER.
- CONSTRUCT SEWER CLEANOUTS PER LOCATION ON PLAN. BRING TO WITHIN 4" OF FINISH GRADE AND COVER WITH BROOKS NO-1-SP SERIES OR EQUAL CONCRETE METER BOX WITH CAST IRON LID MARKED "SEWER" SET FLUSH WITH FINISH GRADE.
- 4. NO DISRUPTION OF EXISTING SEWER SERVICES WHILE MAKING CONNECTION TO EXISTING MAINS WILL BE ALLOWED WITHOUT THE SPECIFIC APPROVAL OF THE CITY OF SAN DIEGO.
- 5. THE CONTRACTOR SHALL NOTIFY THE CITY OF SAN DIEGO PUBLIC SERVICES OPERATION DIVISION FIVE (5) WORKING DAYS PRIOR TO STARTING EXCAVATION SO THAT EXISTING SEWER FACILITIES MAY BE MARKED IN THE FIELD. PUBLIC SERVICES OPERATIONS TELEPHONE NUMBER IS (619) 533-5146.
- Location and elevation of existing sewer facilities shall be confirmed by field measurements and excavation exploration by the contractor, prior to beginning of New Work. This will allow time to permit revision of plans, as necessary, because of conflicts with other facilities.
- 7. THE EXISTENCE AND LOCATION OF SEWER FACILITIES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE CITY RECORDS. TO THE BEST OF OUR KNOWLEDGE, THE EXISTING SEWER FACILITIES ARE AS SHOWN ON THE PLANS. THE CITY OF SAN DIEGO SHALL NOT BE HELD RESPONSIBLE FOR ANY ERROR IN THE LOCATION AND ELEVATION OF THE EXISTING SEWER FACILITIES.
- 8. THE RESIDENT ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO COMMENCING WORK ON THE SEWERS.
- 9. ALL SEWER CONNECTIONS SHALL BE PLACED PRIOR TO SURFACING OF STREETS.

SEWER LATERAL TABLE

LOT#	LE. @ MAIN	DROP TO MAIN (RISE)	LENGTH IN FEET	I.E. @ PROP. LINE	SLOPE %	TOP OF SIDEWALK ELEV. (FINISHED SURFACE)	DEPTH BELOW FINISHED SURFACE @ P.L.	STA.#	REMARKS
4	572.23	1.2	50±	575.64"	4.50%	586.50*	11.40'	N/A	6" SDR 35 PVC

CITY OF SAN DIEGO WATER SYSTEM NOTES

1. NO DISRUPTION OF EXISTING WATER SERVICES WHILE MAKING CONNECTION TO THE EXISTING MAINS SHALL BE ALLOWED WITHOUT THE SPECIFIC APPROVAL FROM THE CITY OF SAN DIEGO.

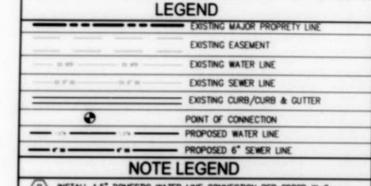
NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE TO ANY FIRE HYDRANT OR BLOW OFF STRUCTURE WITHOUT FIRST OBTAINING A CONSTRUCTION WATER PERMIT FROM THE CITY OF SAN DIEGO.

3. THE CONTRACTOR SHALL NOTIFY THE CITY OF SAN DIEGO PUBLIC SERVICES OPERATIONS DIVISION FIVE (5) WORKING DAYS PRIOR TO STARTING EXCAVATION SO THAT EXISTING WATER FACILITIES MAY BE MARKED IN THE FIELD PRIOR TO THE START OF CONSTRUCTION. PUBLIC SERVICES OPERATIONS TELEPHONE NUMBER IS (619) 533-5146.

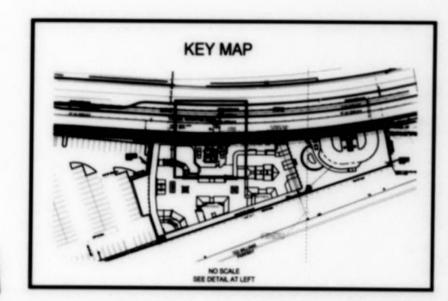
4. LOCATION AND ELEVATION OF EXISTING WATER FACILITIES SHALL BE CONFIRMED BY FIELD MEASUREMENTS AND EXCAVATION EXPLORATION BY THE CONTRACTOR, PRIOR TO BEGINNING OF NEW WORK. THIS WILL ALLOW TIME TO PERMIT REVISION OF THE PLANS, AS NECESSARY, BECAUSE OF CONFLICTS WITH OTHER FACILITIES.

5. THE EXISTENCE AND LOCATION OF WATER FACILITIES SHOWN ON THE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE CITY RECORDS. TO THE BEST OF OUR KNOWLEDGE, THE EXISTING WATER FACILITIES ARE AS SHOWN ON THE PLANS. THE CITY OF SAN DIEGO SHALL NOT BE HELD RESPONSIBLE FOR ANY ERROR IN THE LOCATION AND ELEVATION OF THE EXISTING WATER FACILITIES.

- 6. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE RESIDENT ENGINEER.
- 7. THE RESIDENT ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO ANY INSPECTION.
- 8. ALL FITTINGS OR APPURTENANCES REMOVED FROM CITY WATER LINES SHALL BE RETURNED BY THE CONTRACTOR TO THE CITY WATER DEPARTMENT.



- 9 INSTALL 1.5" DOMESTIC WATER LINE CONNECTION PER SORSD W-2. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING WATER LINE PRIOR TO CONSTRUCTION. CONTRACTOR TO INSTALL SADOLE AND COORDINATE TAP WITH THE CITY OF SAN DIEGO WATER DEPARTMENT. WET TAP FEE TO BE PAID BY CITY.
- 10) INSTALL 45± UF 1.5" COPPER WATER LINE. CONFORM TO CITY OF SAN DIEGO WATER DEPARTMENT APPROVED MATERIALS.
- (1) INSTALL 1" WATER METER PER SORSO W-2 AND 1.5" BACKFLOW PREVENTOR PER SORSO W-27.
- (12) CONNECT TO EXISTING 8" PVC SEMER MAIN PER SORSO DWG. S-13. REFER TO SEMER SYSTEM NOTES THIS SHEET.
- (13) INSTALL 50± LF 6" SEWER LATERAL SOR 35 PVC AT 4.50%
- (14) INSTALL CLEANOUT PER SORSO SOS-102. INV. 6"=575.64". CLEANOUT LID TO MATCH FINISHED GRADE.
- (15) INSTALL 16± UF 6" SEWER LATERAL SOR 35 PVC AT 4.50%
- (16) INSTALL CLEANOUT PER SDRSD S-3. INV. 6"=576.36" (CAP FOR FUTURE CONNECTION). TOP OF CLEANOUT TO MATCH FINISHED GRADE.
- 17) INSTALL SORSO 1-5 WITH RAIN BIRD #44LCR QUICK COUPLER (OR APPROVED EQUAL) ONLY IF DECUTIVE ALTERNATE #1 OCCURS. F BUILDING IS INSTALLED, STUB UP AND REFER TO BUILDING/PLUMBING PLANS FOR CONTINUATION.
- (18) RESURFACE ROADWAY TO MATCH EXISTING PER SORSO SOG-107.
 RESTORE MEDIAN TO MATCH EXISTING.
- (40) INSTALL 1.5"X1.5"X1.0" TEE AND 4± LF OF 1" WATER LINE. REFER TO LANDSCAPE PLANS FOR CONTINUATION TO BRIGATION BACKFLOW.
- (4) INSTALL 1.5"X1.5"X0.75" TEE AND 11± LF OF 0.75" WATER LINE. REFER TO LANDSCAPE PLANS FOR CONTINUATION TO DRINKING FOUNTAIN.



GRAPHIC SCALE

(IN FERT)
1 INCH- 10 PT

SCHMIDT DESIGN GROUP, INC.

BALANCING ARTISTIC EXPRESSION IN DESIGN

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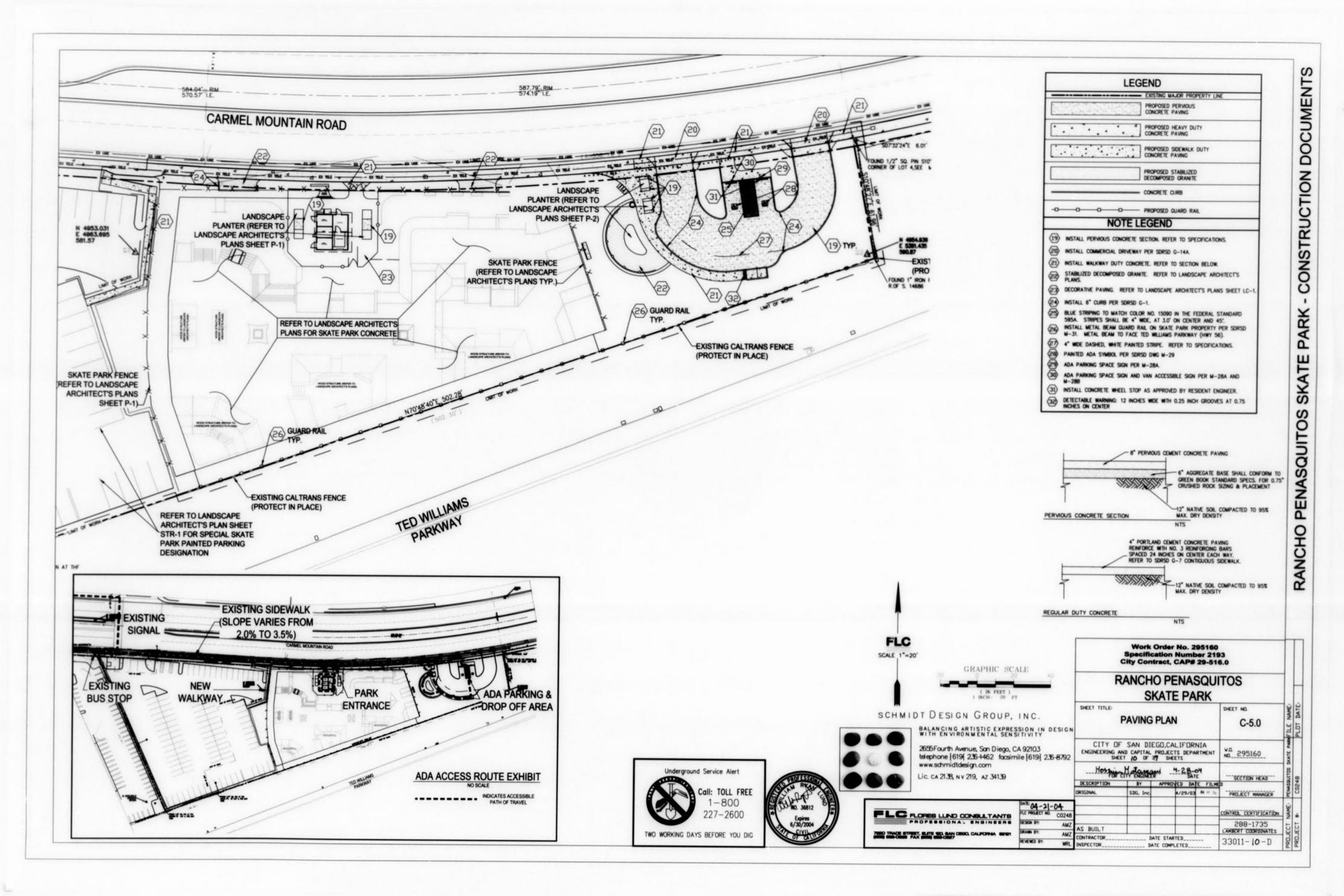
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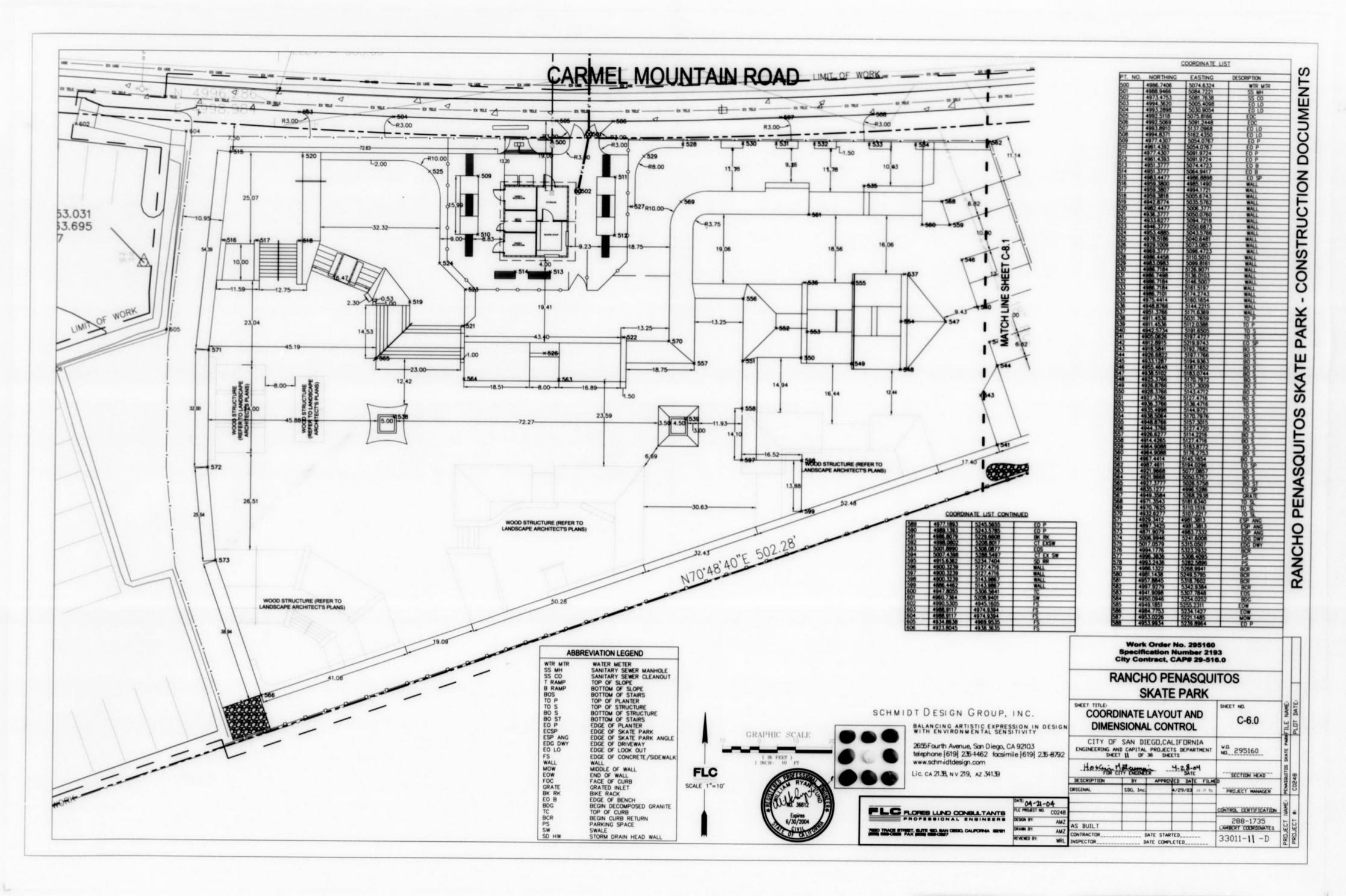
Specification Number 2193
City Contract, CAP# 29-516.0

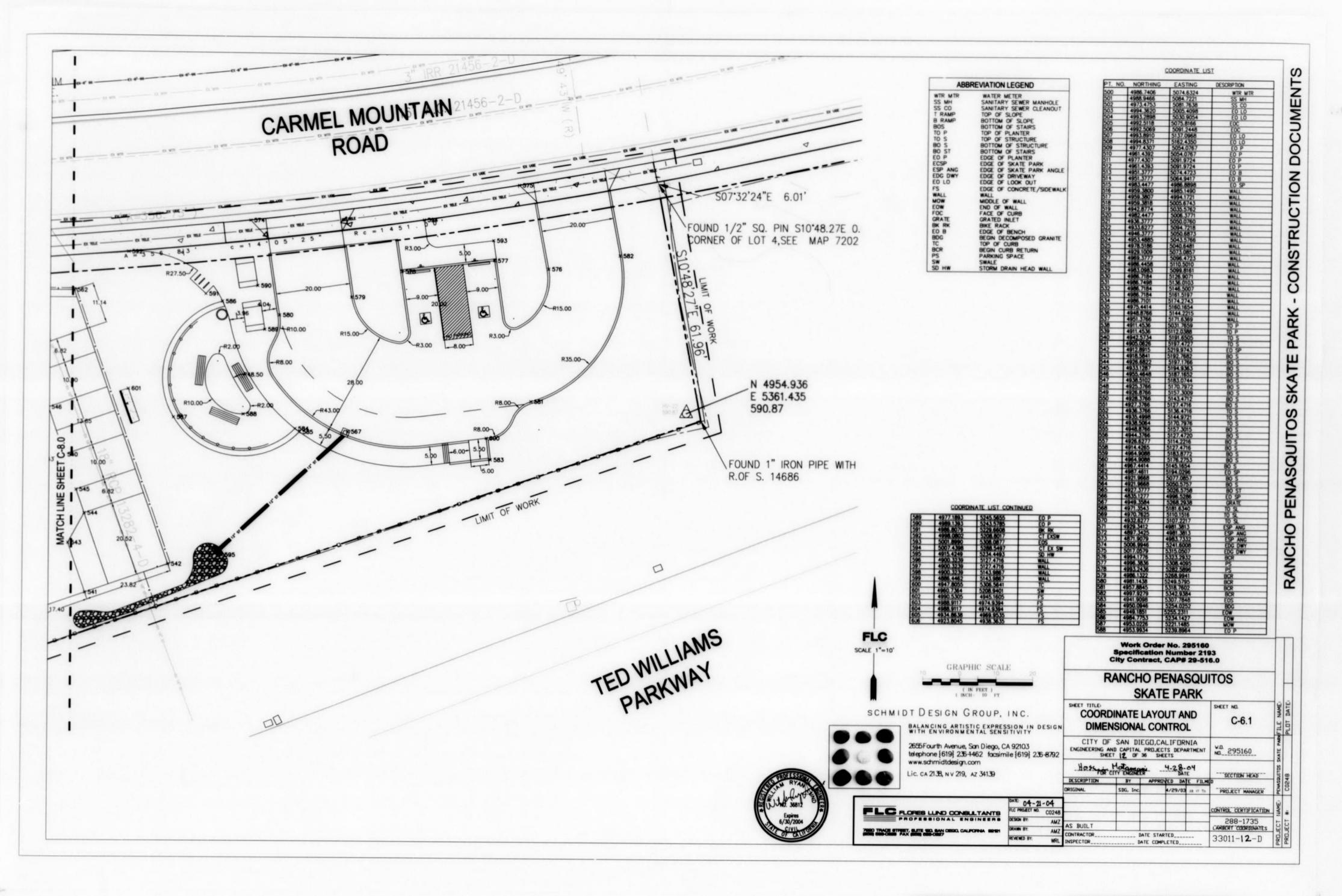
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PROFESSIONAL ENGINEERS







SURFACE MOUNTED FLUORESCENT LIGHTING FIXTURE.

FLUORESCENT STRIP LIGHTING FIXTURE. INDICATES FIXTURE TYPE. SEE FIXTURE SCHEDULE FOR LAMP, WATTAGE, AND MOUNTING INFORMATION. TYPICAL FOR ROOM INDICATED, UNLESS OTHERWISE NOTED.

INDICATES CONTROLLING SWITCH LEG.

SINGLE POLE, SINGLE THROW TOGGLE SWITCH, MOUNTED AT +48", U.O.N. SUBSCRIPT INDICATES CONTROLLING SWITCH LEG.

BOLLARD OR WALKWAY LIGHTING FIXTURE.

SINGLE HEAD, POLE MOUNTED AREA LIGHTING FIXTURE.

DUPLEX RECEPTACLE, MOUNTED AT +15" U.O.N.

DUPLEX RECEPTACLE, WITH OF PROTECTION AT +15" U.O.N.

VOICE OUTLET, WALL MOUNTED AT +15" U.O.N. PUBLIC TELEPHONE STATION, MOUNTED AT +48" U.O.N.

SURFACE MOUNTED CABINET, AS NOTED.

T TRANSFORMER, SIZE AND MOUNTING AS NOTED. (XFMR)

GRADE MOUNTED PULL BOX, OR HANDHOLE.

CONDUIT CONCEALED IN WALL OR CEILING SPACE. --- CONDUIT CONCEALED UNDERGROUND.

--- CONDUIT INSTALLED EXPOSED.

FLEXIBLE METAL CONDUIT. INSTALL REQUIRED BRANCH CIRCUIT CONDUCTORS AND EQUIPMENT GROUND CONDUCTOR.

HOMERUN TO INDICATED PANELBOARD ("A").
NUMBERS (1,3) INDICATE BRANCH CIRCUIT NUMBERS.

INDICATES 3/4" CONDUIT WITH 3 NUMBER 8 CONDUCTORS + 1 NUMBER 10 EQUIPMENT GROUND. 3/4"-3/8+1/10 EG

INDICATES TWO (2) 3" CONDUITS WITH THREE (3)
500 kcmil conductors plus one (1) Number 1/0
Equipment grounding conductor in each conduit. (2) 3" 3-500KCM+1#1/0 EG

3/4" CONDUIT WITH 2/12 CONDUCTORS
PLUS 1/12 EQUIPMENT GROUNDING CONDUCTOR.

3/4" CONDUIT WITH 5#12 CONDUCTORS
PLUS 1#12 EQUIPMENT GROUNDING CONDUCTOR.

A NUMBER ADJACENT TO THE HASH MARK IN ANY CONDUIT RUN INDICATES THE CONDUCTOR SIZE TO BE

ELECTRICAL NOTE REFERENCE (TYPICAL)

INDICATES DETAIL "1" ON SHEET E-6 (TYPICAL)

SINGLE LINE DIAGRAM SYMBOLS

METER SOCKET OR MOTOR CONTACTOR LOW VOLTAGE CIRCUIT BREAKER. POWER TRANSFORMER. w GROUND CONNECTION. NORMALLY OPEN POWER OR RELAY CONTACT.

ABBREVIATIONS

GROUND-FAULT INTERRUPTER

FRAME SIZE

NO. OF POLES

HIGH PRESSURE SODIUM 1000 AMPS INTERRUPTING CAPACITY (KAIC)

KILOVOLTAMPS (kVA)

TYP

UNLESS OTHERWISE NOTED

GENERAL NOTES

- ALL WORK SHALL BE IN COMPLIANCE WITH THE LATEST EDITION OF NFPA-70 (NEC) AND WHERE APPLICABLE AS AMENDED BY LOCAL ORDINANCES AND CODES OF GOVERNING
- ALL ELECTRICAL DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND ALL OTHER RELATED
- 3. THE CONTRACTOR SHALL VERIFY EXACT LOCATION, SIZE AND EXTENT OF ALL EXISTING UTILITIES, OBSTRUCTIONS AND/OR OTHER CONDITIONS WHICH MAY EFFECT THE PROPOSED WORK UNDER THE PROJECT. THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PREVENT DAMAGE TO EXISTING WORK. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES DURING CONSTRUCTION SHALL BE IMMEDIATELY REPAIRED OR REPLACED IN ACCORDANCE WITH THE CITY'S DIRECTION AT THE CONTRACTOR'S EXPENSE.
- 4. THE CONTRACTOR SHALL EXAMINE ALL CONTRACT DRAWINGS/SPECIFICATIONS AND BE RESPONSIBLE FOR THE PROPER FITTING OF MATERIALS AND EQUIPMENT AT EACH LOCATION AS INDICATED WITHOUT SUBSTANTIAL ALTERATION. INASMUCH AS THE DRAWINGS ARE GENERALLY DIAGRAMMATIC AND BECAUSE OF THE SMALL SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS AND ACCESSORIES WHICH MAY BE REQUIRED. FURNISHING FITTINGS REQUIRED TO MEET SUCH CONDITIONS SHALL BE AT NO COST TO THE CITY.
- SYSTEM AND EQUIPMENT GROUNDING SHALL BE AS REQUIRED BY THE N.E.C.
- CONDUIT RUNS ARE SHOWN DIAGRAMMATICALLY ONLY AND SHALL BE INSTALLED IN A MANNER TO PREVENT CONFLICTS WITH EQUIPMENT AND STRUCTURAL CONDITIONS. EXPOSED CONDUITS SHALL BE INSTALLED PARALLEL TO BEAMS AND WALLS.
- CONDUITS SHALL BE TERMINATED SO AS TO PERMIT NEAT CONNECTIONS TO EQUIPMENT.
- 8. THE WRING DIAGRAMS, QUANTITY AND SIZE OF WIRES AND CONDUITS ARE BASED UPON SELECTED STANDARD COMPONENTS OF ELECTRICAL EQUIPMENT. MODIFICATIONS APPROVED BY THE ENGINEER MAY BE MADE BY THE CONTRACTOR AT HIS EXPENSE TO ACCOMMODATE EQUIPMENT ACTUALLY PURCHASED. THE BASIC SEQUENCE AND METHOD OF CONTROL MUST BE MAINTAINED AS INDICATED ON THE DRAWINGS AND SECUENCE TORKS.
- PANELBOARDS SHALL BE MOUNTED SO THAT THE DISTANCE FROM THE TOP OF THE TOP CIRCUIT BREAKER OPERATING HANDLE TO THE FLOOROR GROUND SHALL NOT EXCEED 6"-6".

- NAMEPLATES SHALL CONFORM STRICTLY TO INSTRUCTIONS AS SPECIFIED IN THE ELECTRICAL SPECIFICATIONS AND ON THE DRAWINGS. THE FOLLOWING SHALL HAVE NAMEPLATES:

 A. MAIN BREAKERS

 B. LOCAL CONTROL STATIONS AT OR NEAR EQUIPMENT

 C. PANELBOARDS

 D. DISCONNECT SWITCHES

 E. CABINETS

- ALL FEEDERS AND BRANCH CIRCUITS SHALL HAVE AN EQUIPMENT GROUND CONDUCTOR INCLUDED WITH THE PHASE/NEUTRAL CONDUCTORS.
- 12. ALL CIRCUIT PROTECTIVE DEVICES SHALL HAVE THE REQUIRED RATINGS AND INTERRUPTING CAPACITY EQUAL TO OR GREATER THAN THE AVAILABLE SHORT CIRCUIT CURRENT AT ITS SUPPLY TERMINAL MINIMUM INTERRUPTING CAPACITY SHALL BE 10,000 AMPS.
- 13. ALL OF CIRCUITS AND DEVICES SHALL BE TESTED BY AN INDEPENDENT TESTING LAB, AND THE RESULTS SUBMITTED TO THE ARCHITECT IN TRIPLICATE.
- 14. OUTLET BOXES, UTILIZATION EQUIPMENT CABINETS, CONDUIT SYSTEMS, AND CONVENIENCE OUTLETS SHALL BE GROUNDED IN ALL ELECTRICAL SYSTEMS OPERATING AT 48 VOLTS OR ABOVE. EACH GROUND WIRE SHALL BE TERMINATED AT THE EQUIPMENT GROUND BAR. GROUND WIRES SHALL BE SIZED PER N.E.C. 250-95.
- ALL CONDUITS CONCEALED IN THE FLOOR OR CEILING SLABS SHALL BE INSTALLED AT A MINIMUM OF 3" BELOW THE TOP OF THE FINISHED CONCRETE SLAB.
- ALL OUTLETS INSTALLED IN A CONCRETE SLAB SHALL CLEAR EQUIPMENT INSERTS BY A MINIMUM OF 6".
- ALL CONDUITS SHALL BE A MINIMUM OF 3/4", UNLESS SPECIFICALLY STATED OTHERWISE.
- 18. SUBSTITUTIONS: BIDDERS WISHING TO OBTAIN APPROVAL OF AN ARTICLE, DEVICE, PRICIDICT OR FIXTURE OTHER THAN THE ONES SPECIFIED BY NAME, MAKE OR CATALOG NUMBER SHALL REQUEST APPROVAL FOR SUBSTITUTION NO LESS THAN TEN (10) DAYS PRIOR TO BID DATE. ORLY ONE (1) SUBSTITUTION PER ITEM SHALL BE CONSIDERED. REQUESTS FOR SUBSTITUTIONS LESS THAN TEN (10) DAYS FROM THE BID DATE OR AFTER THE BID DATE SHALL BE CONSIDERED NON-RESPONSIVE AND INCLUDIBLE FOR CONSIDERATION.
- THE BREAKERS IN ALL PANELBOARDS SHALL BE 20 AMPERE,
 POLE, UNLESS SPECIFICALLY STATED OTHERWISE.

- 20. ALL WIRING SHALL BE COPPER, PER SPECIFICATIONS, REGARDLESS OF APPLICATION. NO ALUMINUM WIRING SHALL BE USED. TYPE THW INSULATION ONLY SHALL BE USED FOR
- CONTRACTOR SHALL VERFY LOCATION OF ALL EQUIPMENT AND DEVICES INSTALLED NEW UNDER THE SCOPE OF THIS PROJECT WITH ARCHITECTURAL PLANS.
- FIELD VERIFY EXISTING CONDITIONS AND ADVISE ARCHITECT OF ANY DISCREPANCIES OR DEVIATIONS BETWEEN PLANS AND ACTUAL CONDITIONS PRIOR TO SUBMITTING BID.
- 23. ALL LIGHT FIXTURES SHALL BE INSTALLED TO FULLY COMPLY WITH RESPECTIVE PLACEMENT AS SHOWN ON LANDSCAPE
- 24. ALL CONDUIT INSTALLED UNDERGROUND FOR SPARE SHALL HAVE PULL LINE PER SPECIFICATIONS.

LIGHTING FIXTURE SCHEDULE

FIXTURE TYPE	MANUFACTURER AND CATALOG NUMBER	EQUIVALENT MANUFACTURER SUBJECT TO APPROVAL OF SHOP DRAWINGS	LAMPS				FIXTURE		1000	Ve Harris	
			QTY.	TYPE	WATTS	COLOR TEMP.	NPUT VOLTS	TOTAL INPUT WATTS	BALLAST	MOUNTING	DESCRIPTION
(A)	SPAULDING CORDOVA SERIES, CVS-PM-M175-III-MT-CS-DBZ-NCS	STERNER	1	мн	175	CLEAR 4000K	240	216	HPF	POLE	PARKING LOT FIXTURE WITH SINGLE LUMINAIRE COMPLETE WITH HOUSE SIDE SHIELD. LUMINAIRE SHALL BE FURNISHED WITH 25'-0" ALUMINUM POLE. LUMINAIRE AND POLE SHALL BE DARK BRONZE IN COLOR.
B	ARCHITECTURAL AREA LIGHTING PROMENADE SERIES, PRM3-PM-V3-DBZ FURNISH WITH POLE DB6-4R14-DBZ	NONE	1	мн	175	CLEAR 40001K	240	216	HPF	POLE	WALKWAY FIXTURE WITH SINGLE LUMINAIRE. LUMINAIRE SHALL BE FURNISHED WITH 14'-0" ALUMINIAIN POLE. LUMINAIRE AND POLE SHALL BE DARK BRONZE IN COLOR. WITH OPTICAL GRADE DR ACRYLIC LENS.

SKATI

PENASQUITOS

RANCHO

CONSULTING ELECTRICAL ENGINEERS 619 / 466 / 6224 FAX 466 / 6233

ALEMA 04/15/04 - 4:26PH 9:02/8020288 ACADPROJ/80280 100.0

Work Order No. 295160 Specification Number 2193 City Contract, CAP# 29-516.0 RANCHO PENASQUITOS

SKATE PARK

SYMBOLS, NOTES AND SCHEDULE

CITY OF SAN DIEGO, CALIFORNIA W.O. 295160 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 13 OF 36 SHEETS DESCRIPTION BY APPROVED DATE FILMED SDC, Inc. 4/29/03 AL IT %

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SCHMIDT DESIGN GROUP, INC.

288-1735 AS BUILT 33011-13-

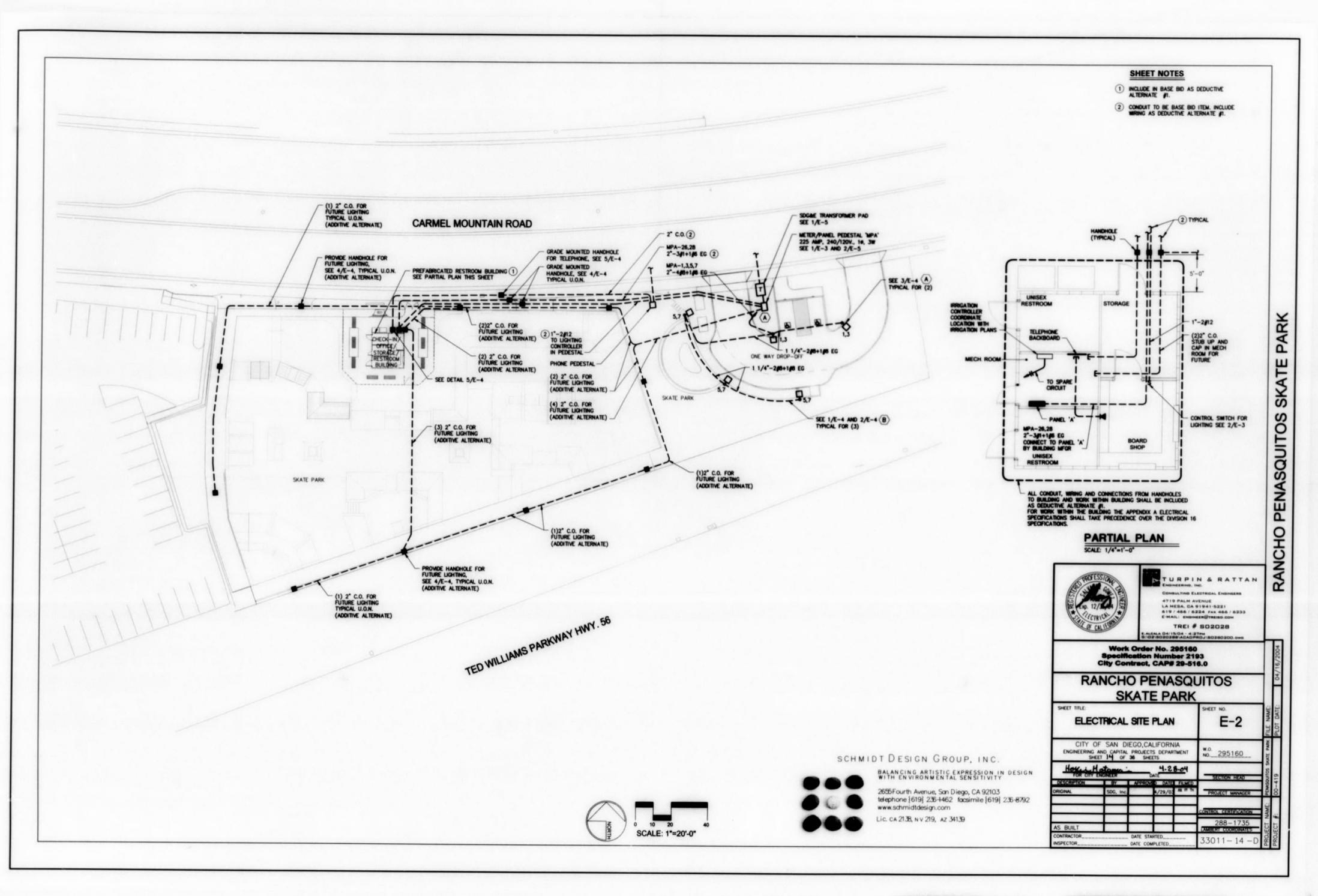
FILMED FROM THE CRIGINAL. BEST QUALITY OBTAINABLE. EXCESSIVE GRAY BACKGROUND MAY CAUSE A POOR QUALITY REPRODUCTION.

BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY

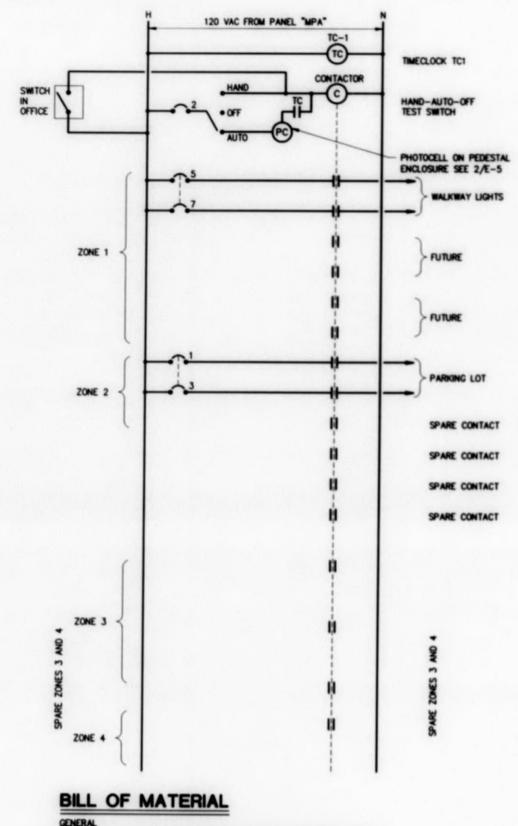
telephone [619] 236-1462 facsimile [619] 236-8792

2655 Fourth Avenue, San Diego, CA 92103









540 540 TOTAL VOLT-AMPERES/PHASE #A= 9640 VA TOTAL PANEL VOLT-AMPERES: 19180 VA + LCL 4885 VA- 24065 VA * EACH SITE LIGHTING CIRCUIT SHALL BE ROUTED THROUGH A 20 AMP CONTACTOR AND TRUECLOCK FOR CONTROL. SEE LIGHTING CONTROL SCHEMATIC TC1 2/E-3.

PANEL 'MPA' **

MOUNTING: PEDESTAL ENGLOSURE

ENTER CABINET AT: BOTTOM

VOLTAGE: 120/240V. 10 3W

** THIS PANELBOARD SHALL BE EQUIPPED WITH A 100% RATED NEUTRAL BUS AND A 100% RATED GROUND BUS. PER SPECIFICATIONS.

TIMECLOCK AND LIGHTING CONTACTORS IN LOCKABLE, PEDESTAL ENCLOSURE FURNISHED AND INSTALLED UNDER THIS CONTRACT. COORDINATE WITH ADDITIVE ALTERNATE ITEMS. MAKE ALL NECESSARY CONNECTIONS TO ZONES 1 AND 2 (PARK SITE LIGHTING) UNDER THIS CONTRACT. FOR DEDUCTIVE ALTERNATE 1 PROVIDE ON/OFF SWITCH AND CONNECTING WIRING IN CHECK-IN BUILDING.

LIGHTING CONTROL SCHEMATIC - TC1 ZONES 1 AND 2 2

RANCHO PENASQUITOS

4719 PALM AVENUE LA MESA, CA 91941-5221 619 / 466 / 6224 FAX 466 / 6233 E-MAIL: ENGINEER@TRESD.COM

TREI # 502028

E-ALGALA D4/15/04 - 4/27PM B:\02\8020288\AGADPRDJ\80280300.0w

MAIN: 200 AMP

TYPE: BOLT-ON

BUSSING: 225 AMP AIC: 42 K

Work Order No. 295160 Specification Number 2193 City Contract, CAP# 29-516.0

SKATE PARK DIAGRAMS AND SCHEDULES

CITY OF SAN DIEGO, CALIFORNIA W.O. 295160 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 15 OF 36 SHEETS

DESCRIPTION BY APPROVED DATE FILMED SDG, Inc. 4/29/03 M IT To 288-1735 AS BUILT 33011-15-

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SDG&E SERVICE TRANSFORMER

1-4" C.O. TO SDGAE POC. COORDINATE FINAL LOCATION WITH SDGAE.

CU NEUTRAL BUS CU NEUTRAL BUS

#2 COPPER WIRE GROUND RING -20'-0" MIN. LENGTH AT 30" MIN. BELOW GRADE

#6 COPPER WIRE TO 3/4" x 10" COPPER GROUND ROD

MB COPPER GROUND WARE TO METAL WATER PIPE WITHIN 5'-0" OF BUILDING ENTRANCE.

#6 COPPER WIRE TO 3/4"# x 10" COPPER GROUND ROD

SINGLE LINE DIAGRAM

BOND TO NEUTRAL REMOVABLE LINK -

CONCRETE PAD TO SDGAE STANDARDS BY CONTRACTOR, SEE 1/E-5

(1)3" C.O. TO SDGAE TRANSFORMER

BUILDING PANEL. COORDINATE WORK WITH BUILDING MANUFACTURER.

E-3

FURNISH AND INSTALL TIME CLOCK AND LIGHTING CONTACTOR IN THIS CABINET, SEE 2/E-3. COORDINATE WORK WITH BUILDING MANUFACTURER.

FURNISH AND INSTALL PANEL 'MPA' IN THIS CABINET.
COORDINATE WORK WITH BUILDING MANUFACTURER.

FOR ADDITIONAL LOADS SEE PANEL SCHEDUE ON THIS SHEET

PROVIDE NEW STAINLESS STEEL METER PEDESTAL 'MPA' SEE 2/E-5

PANEL MPA 225 AMF 120/2400 10,3W

BOLT CIRCLE: 10"DIA 90" APART CONTRACTOR SHALL PROVIDE SHOP DRAWING OF EXACT REQUIREMENTS OF LIGHT FIXTURE FOOTING STAMPED AND SIGNED BY A CALIFORNIA REGISTERED STRUCTURAL ENGINEER

1) POLE - 14 FOOT, NOMINAL HEIGHT, 4" DIA. ROUND POLE, 11 GAUGE, CAST ALLMINUM. FINISH SHALL BE POMDER COAT FINISH OVER 2 COATS OF 5% ZINC OXIDE PRIMER, 2 MILS THICKNESS DRY. POLE AND FIXTURE SHALL BE COLOR TO BE FROM SAME MANUFACTURER.

2 POLE BUTT BASE OF STEEL PLATE, FINISHED SAME AS POLE, WITH 2-PIECE STEEL BASE CANOPY COVER FINISHED SAME AS POLE. CANOPY COVER SHALL BE SECURED WITH TAMPER-PROOF 316 STAINLESS STEEL BOLTS.

3 POURED IN PLACE ROUND CONCRETE SUPPORT BASE.

(4) REINFORCED BASKET, FABRICATED FROM RE-BAR, (6) \$5 VERTICAL AND \$3 TIES AT 12" O.C.

S ANCHOR BOLTS. QUANTITY, SIZE AND TENSILE STRENGTH DETERMINED BY POLE/LUMINAIRE MFGR. TO CONFORM TO SPECIFIED WIND LOAD CRITERIA. ANCHOR BOLTS SHALL EXTEND CONTINUOUSLY FROM POLE BASE ATTACHMENT POINTS TO WITHIN 6" FROM BOTTOM OF CON— CRETE BASE.

PVC CONDUIT WITH 6 NOT USED.

7 FOLLOWING INSTALLATION AND LEVELING OF POLE/LUMINAIRE ASSEMBLY, GROUT-IN ALL AROUND BETWEEN BOTTOM OF POLE BASE AND TOP OF CONCRETE BASE.

(8) STUB SERVICE CONDUIT UP INTO POLE BASE WIRING CAVITY AND BUSH.

9 PROVIDE SUPPORT AND LEVELING NUTS AT TOP AND BOTTOM OF POLE BASE PLATE. TWO NUTS PER ANCHOR BOLT. BOLT SPACING PER MOUNTING PLATE.

10 TYPICAL 1" PVC, 2/8 AND 1/6 GND.

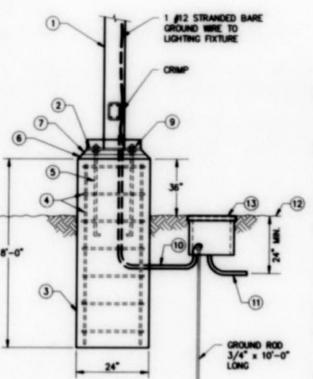
11) TYPICAL INCOMING EXTERIOR BRANCH CIRCUIT CONDUIT AND WIRING

13) TYPICAL GRADE MOUNTED JUNCTION BOX, SEE DETAIL 4/E-4

3/4" X 10"-0" LONG (4) 343 TIES WITHIN TOP 6" OF BASE STRUCTURE

(15) IN LINE WATER TIGHT FUSE HOLDER WITH FUSE. SIZE FUSE PER MANUFACTURERS RECOMMENDATIONS. LOCATE IN HANDHOLE.

(16) CONCRETE MIX SHALL BE 4000 LB.



CONTRACTOR SHALL PROVIDE SHOP DRAWING OF EXACT REQUIREMENTS OF LIGHT FIXTURE FOOTING STAMPED AND SIGNED BY A CALIFORNIA REGISTERED STRUCTURAL ENGINEER

POLE 25 FT. NOMINAL LENGTH, STRAIGHT, FIVE (5) INCHES SQUARE, NON-TAPERED 7 GAUGE STEEL. COLOR SHALL MATCH THAT OF THE LUMINAIRE. FINISH SHALL BE A BAKED POWDER COATING OF HIGH DENSITY, LOW GLOSS POLYESTER OVER A DIPPED ZINC COATING.

POLE BUTT BASE OF STEEL PLATE, FINISHED SAME AS POLE, WITH 2-PIECE STEEL BASE CANOPY COVER FINISHED SAME AS POLE. CANOPY COVER SHALL BE SECURED WITH TAMPER-PROOF 316 STAINLESS STEEL SCREWS.

(3) POURED IN PLACE ROUND CONCRETE SUPPORT BASE. - 3000 PSI MINIMUM.

4 REINFORCED BASKET, FABRICATED FROM RE-BAR, (6) \$5 VERTICAL AND \$3 TIES AT 12" O.C.

ANCHOR BOLTS. QUANTITY, SIZE AND TENSILE STRENGTH DETERMINED BY POLE/LUMINAIRE MANUFACTURER TO CONFORM TO SPECIFIED WIND LOAD CRITERIA.

FOLLOWING INSTALLATION AND LEVELING OF POLE/LUMINAIRE ASSEMBLY, GROUT-IN ALL AROUND BETWEEN BOTTOM OF POLE BASE AND TOP OF CONCRETE BASE.

8) STUB SERVICE CONDUIT UP INTO POLE BASE WIRING CAVITY.

PROVIDE SUPPORT AND LEVELING NUTS AT TOP AND BOTTOM OF POLE BASE PLATE. TWO NUTS PER ANCHOR BOLT, BOLT SPACING PER MOUNTING PLATE. CONTRACTOR TO VERIFY BOLT PATTERN PRIOR TO ROUGH—IN OF CAGE WITH POLE MANUFACTURER OF POLE.

TYPICAL 1 1/2"PVC-208+108 EG.

TYPICAL EXTERIOR BRANCH CIRCUIT CONDUIT AND WIRING

12) TOP OF FINISH GRADE.

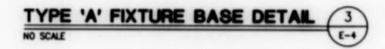
(13) TYPICAL GRADE MOUNTED JUNCTION BOX. SEE DETAIL 4/E-4.

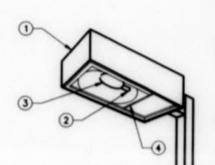
FIXTURE TYPE 'B' LIGHTING POLE

TYPE 'B' FIXTURE BASE DETAIL

1#8 STRANDED BARE TO LIGHTING FIXTURE





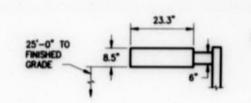


HOUSING SHALL BE FABRICATED FROM A ONE-PIECE EXTRUDED ALLIMINIAM SIDE PANEL WITH MITERED CORNERS THAT ARE INTERNALLY WELDED AND SEALED FOR WEATHER-TIGHTNESS, DARK

OPTICAL CHAMBER SHALL CONSIST OF A ONE-PIECE HYDRO-FORMED REFLECTOR WITH A SOCKET ASSEMBLY FOR ANSI TYPE III LIGHT DISTRIBUTION. SOCKET SHALL BE MOUNTED IN A ONE-PIECE CASTING WHICH IS FULLY GASKETED AT THE REFLECTOR SURFACE.

LENS FRAME ASSEMBLY SHALL CONSIST OF A 3/16" THICK IMPACT RESISTANT POLYCAR-BONATE LENS THAT IS INTERLOCKED IN AN EXTRUDED ALUMINUM FRAME. LENS FRAME ASSEMBLY SHALL BE NEOPRENE GASKETED.

ALL ELECTRICAL COMPONENTS SHALL BE U.L. LISTED AND BE AN INTEGRAL PART OF FIXTURE. BALLAST AND RELATED COMPONENTS SHALL BE INTEGRATED ONTO A SINGLE MOUNTING PLATE AS A SELF-CONTAINED SUBASSEMBLY. OPERATION VOLTAGE SHALL BE 208 V., 17.



TYPE 'A' FIXTURE DETAIL

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TREI # 502028

RANCHO PENASQUITOS

SKATE PARK E-4 **ELECTRICAL DETAILS** CITY OF SAN DIEGO, CALIFORNIA w.o. 295160 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 16 OF 36 SHEETS ESCRIPTION BY APPROVED DATE FILM SDG, Inc. 4/29/03 AM IT TO 288-1735 AS BUILT

1) #3-1/2 PULLBOX. 2) INSTALL WITH 6" DEEP GRAVEL BASE. 3) INSTALL AT ALL WALKWAY LIGHT FIXTURES U.O.N.

TYPICAL GRADE MOUNTED JUNCTION BOX 4

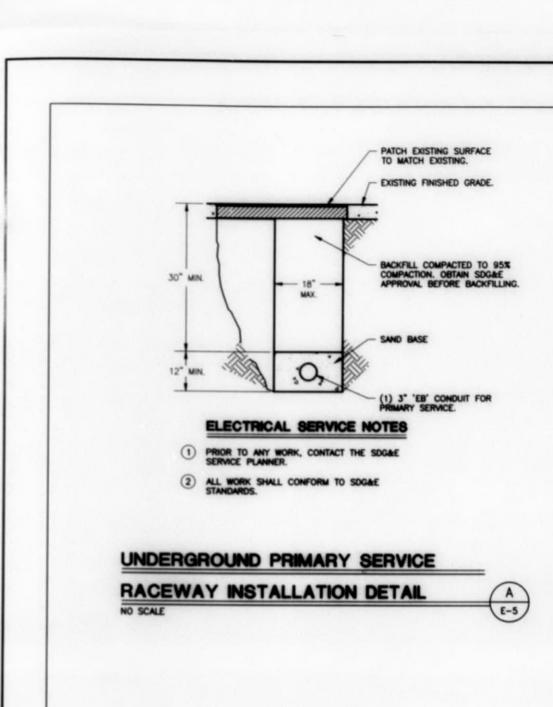
1 REINFORCED PRECAST GRADE MOUNTED JUNCTION BOX. PROVIDE WITH OPEN 2 CAST IRON TRAFFIC COVER SHALL INSTALL FLUSH IN TOP OF GRADE JUNCTION BOX. FURNISH TOP OF COVER WITH CHECKERED SURFACE, LIFTING SLOTS AND RECESSED HOLD DOWN TAMPER PROOF NUTS. BOTTOM OF COVER SHALL BE FURNISHED WITH INTEGRAL CAST REINFORCING RIBS. USE ONLY AT VEHICLE TRAFFIC AREAS.) INSTALL WITH 6" DEEP GRAVEL BASE.) INSTALL AT ALL TELEPHONE PULLBOX LOCATIONS U.O.N.

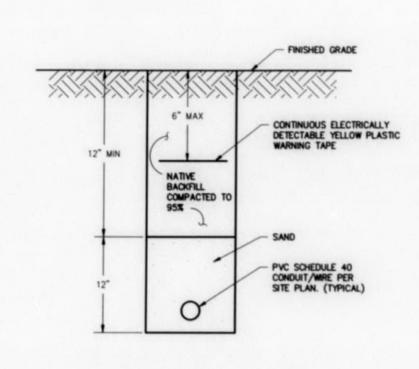
TYPICAL GRADE MOUNTED JUNCTION BOX 5

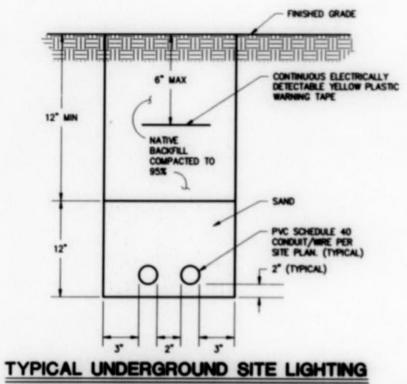


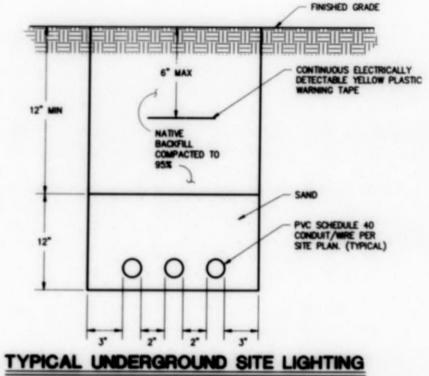
DATE COMPLETED_

33011-16









TYPICAL UNDERGROUND SITE LIGHTING
RACEWAY INSTALLATION DETAIL

E-5

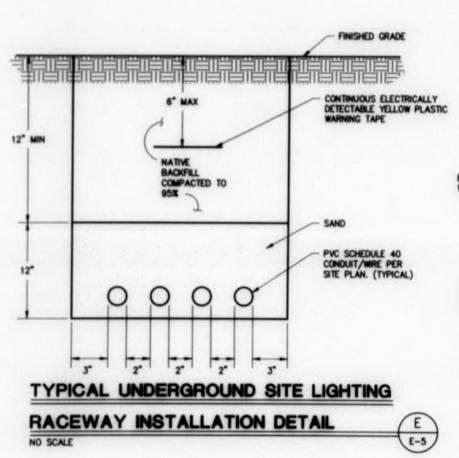
RACEWAY INSTALLATION DETAIL

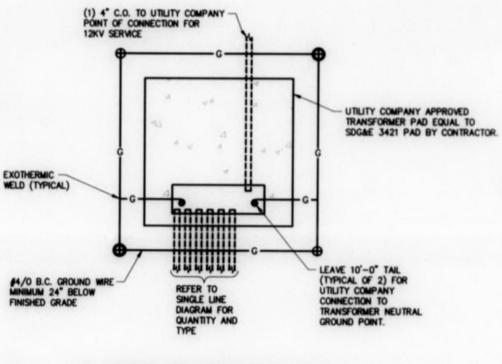
RACEWAY INSTALLATION DETAIL

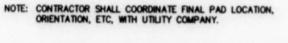
D E-5 PARK

SKATE

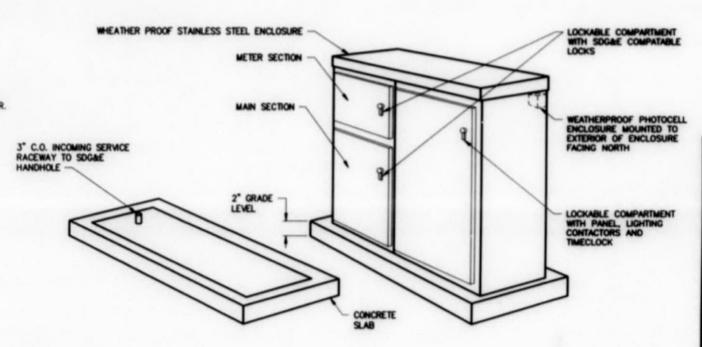
PENASQUITOS









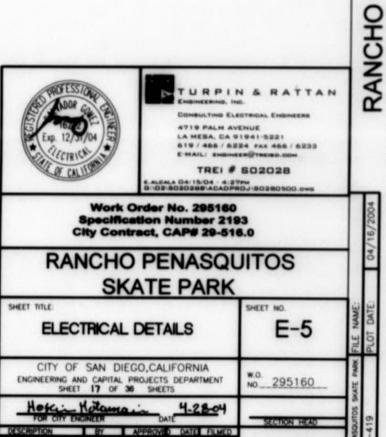


METER/PANEL PEDESTAL ELEVATION 2
NO SCALE

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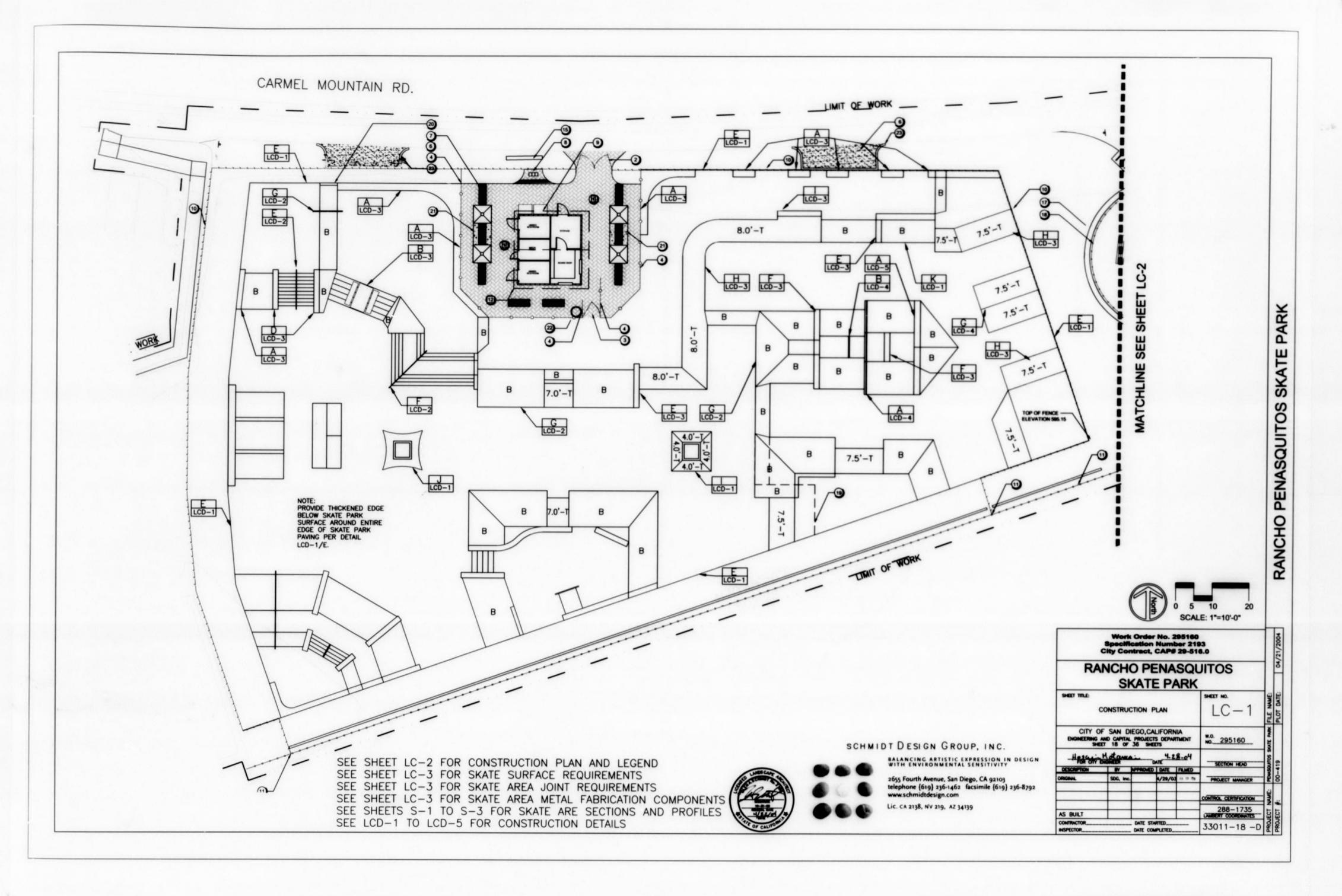
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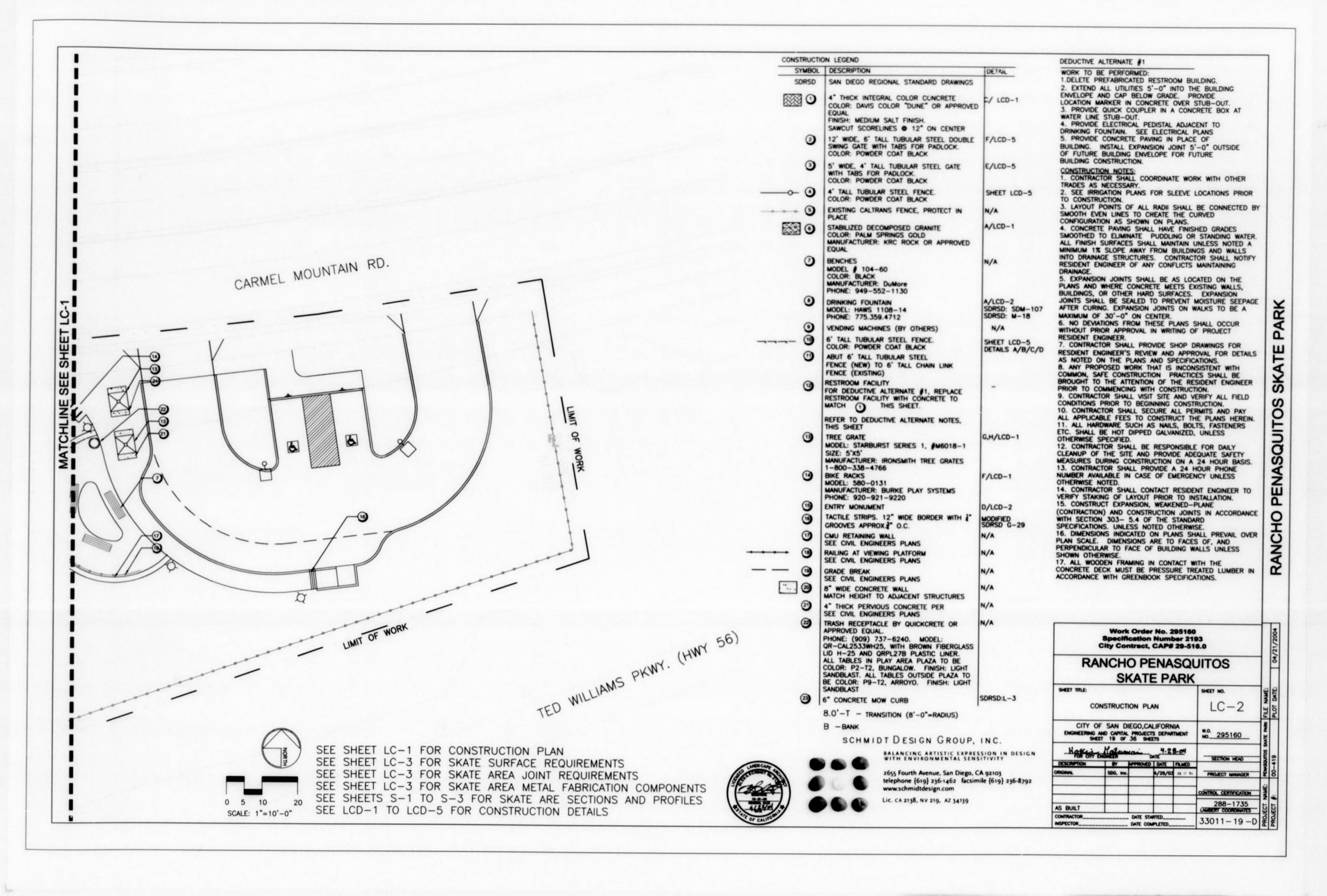
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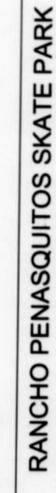
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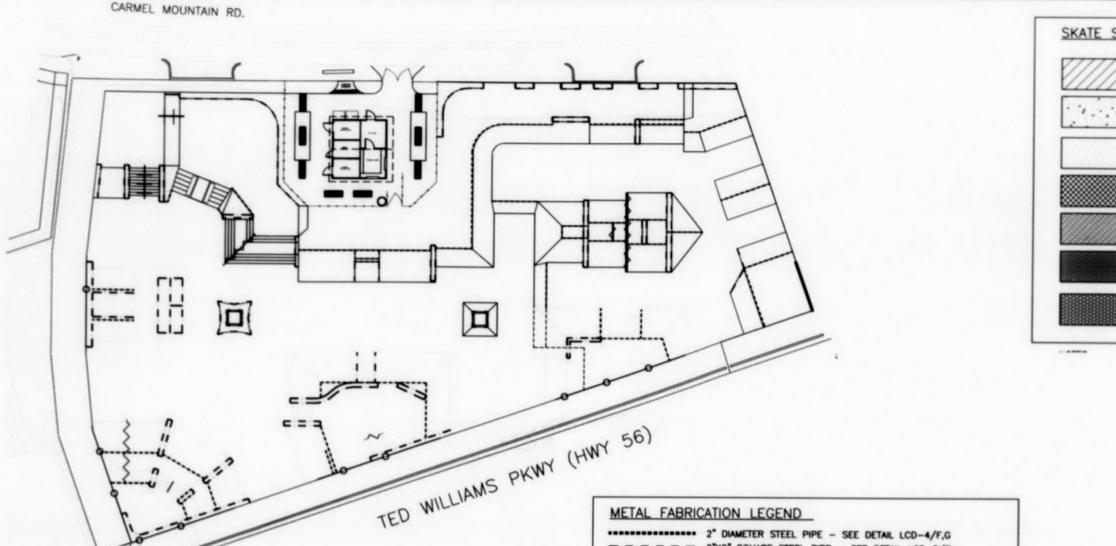
288-1735

33011-17-1









METAL FABRICATION LEGEND

SKATE AREA CONCRETE JOINT LEGEND

KEY JOINT - SEE DETAILLCD-2/C
----- EXPANSION JOINT - SEE DETAIL LCD-1/B
SAWCUT JOINT - SEE DETAIL LCD-1/D

2" DIAMETER STEEL PIPE - SEE DETAIL LCD-4/F,G - - - - 2"X2" SQUARE STEEL PIPE - SEE DETAIL LCD-5/B

CONTROL 2"X3" SQUARE STEEL RAILING - SEE DETAIL LCD-4/C ++++++++ ELEVATED 2" DIA. ROUND STEEL RAILING - SEE DETAIL LCD-2/E

SKATE SURFACE LEGEND WOOD RAMP STRUCTURES, SEE LCD-4 4" TOP DECK CONCRETE SLAB, SEE LCD-1- LCD-4 4" FLATBOTTOM CONCRETE SLAB, SEE LCD-1- LCD-4 6" SHOTCRETE TRANSITIONS AND BANKS, SEE LCD-1 - LCD-4 REINFORCED CONCRETE, SEE LCD-1 CONCRETE STAIRS, SEE LCD-2- LCD-3 4" DECORATIVE PAVING, LC-1

1. ALL TRANSITIONS (RADIAL WALLS) AND BANKS (EMBANKMENT WALLS) SHALL BE CUT, SCREEDED AND INSPECTED WITH TEMPLATES CUT TO THE SPECIFIED RADIUS/ ANGLE. CONTRACTOR IS TO SUBMIT SHOP DRAWINGS FOR TEMPLATE SIZE, MATERIAL AND LOCATION TO BE USED FOR APPROVAL BY RESIDENT ENGINEER AND SKATE PARK DESIGNER.

ALL SHOTCRETE TRANSITIONS AND BANKS TO BE POURED AND INSPECTED PRIOR TO ALL CONCRETE FLATWORK. CONTRACTOR IS TO SUBMIT POUR SCHEDULE BY LOCATION AND SEQUENCE FOR REVIEW BY RESIDENT ENGINEER AND SKATE PARK DESIGNER.

3. ALL STEEL REINFORCEMENT FOR CONCRETE / SHOTCRETE FLOOR SLABS, RAMPS, AND JUMPS SHALL BE \$3 0 12" O.C. EACH WAY UNLESS NOTED OTHERWISE

4. ALL CONCRETE SHALL BE PORTLAND CEMENT ASTM C150, TYPE II (SEE SPECIFICATIONS)

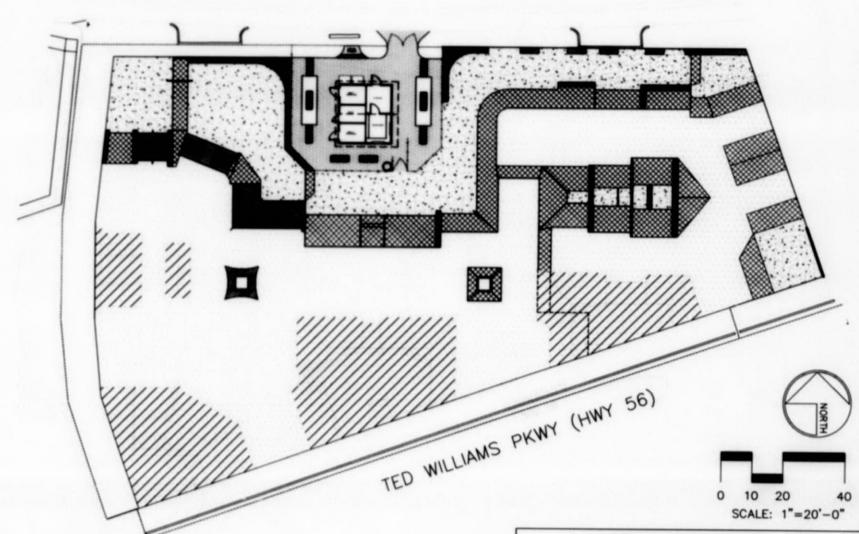
5. CONTRACTOR TO PROTECT TOE OF ALL WALL FOOTINGS FROM SOIL EROSION AND WATER SATURATION OF SOIL USING APPROPRIATE CONSTRUCTION METHODS.

6. FOOTINGS SHALL BEAR ON FIRM SOIL W/ MINIMUM BEARING CAPACITY OF 1500 P.S.F.

7. COMPACTED SUBGRADE SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 95 OR MORE PERCENT OF THE MAXIMUM DRY DENSITY AS EVALUATED BY ASTM-D-1557-00.

8. ALL DECK RAMPS SHALL HAVE A MINIMUM OF 1'-6" RADIUS AT THE BASE INTERSECTION. KEEP TOP OF RAMP AND DECK CONNECTION AS A TRUE INTERSECTION.

CARMEL MOUNTAIN RD.



2 SKATE SURFACE LEGEND

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SHEET TITLE: SHEET NO. LC-3CONSTRUCTION PLAN CITY OF SAN DIEGO, CALIFORNIA w.o. 295160 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 20 OF 36 SHEETS FOR CITY ENGINEER DATE SECTION HEAD PROJECT MANAGER CONTROL CERTIFICATION 288-1735 LAMBERT COORDINATES AS BUILT CONTRACTOR 33011-20 -D & & INSPECTOR_ DATE COMPLETED_

Work Order No. 295160 Specification Number 2193 City Contract, CAP# 29-516.0

RANCHO PENASQUITOS

SKATE PARK

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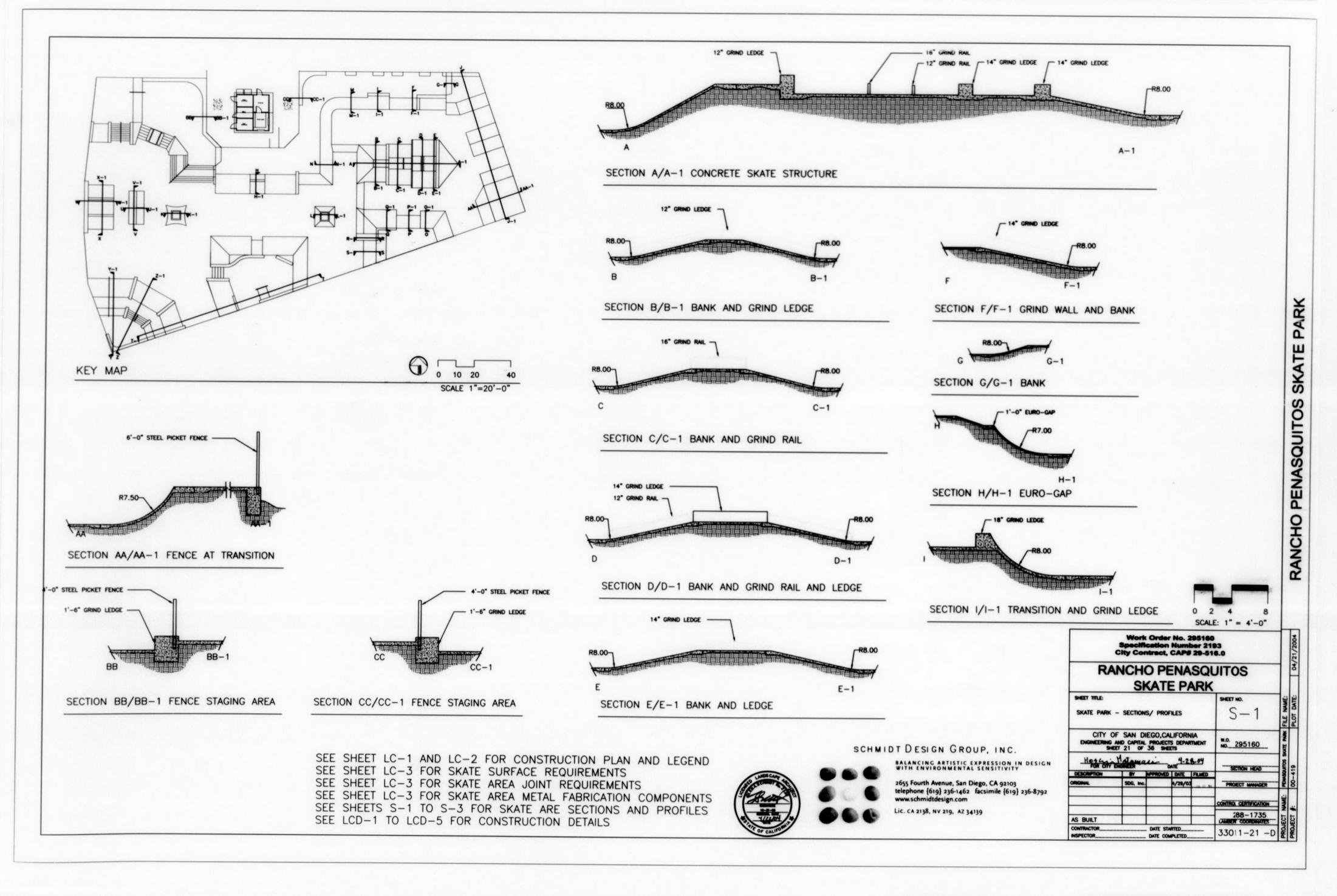
3 SKATE AREA JOINTING PLAN

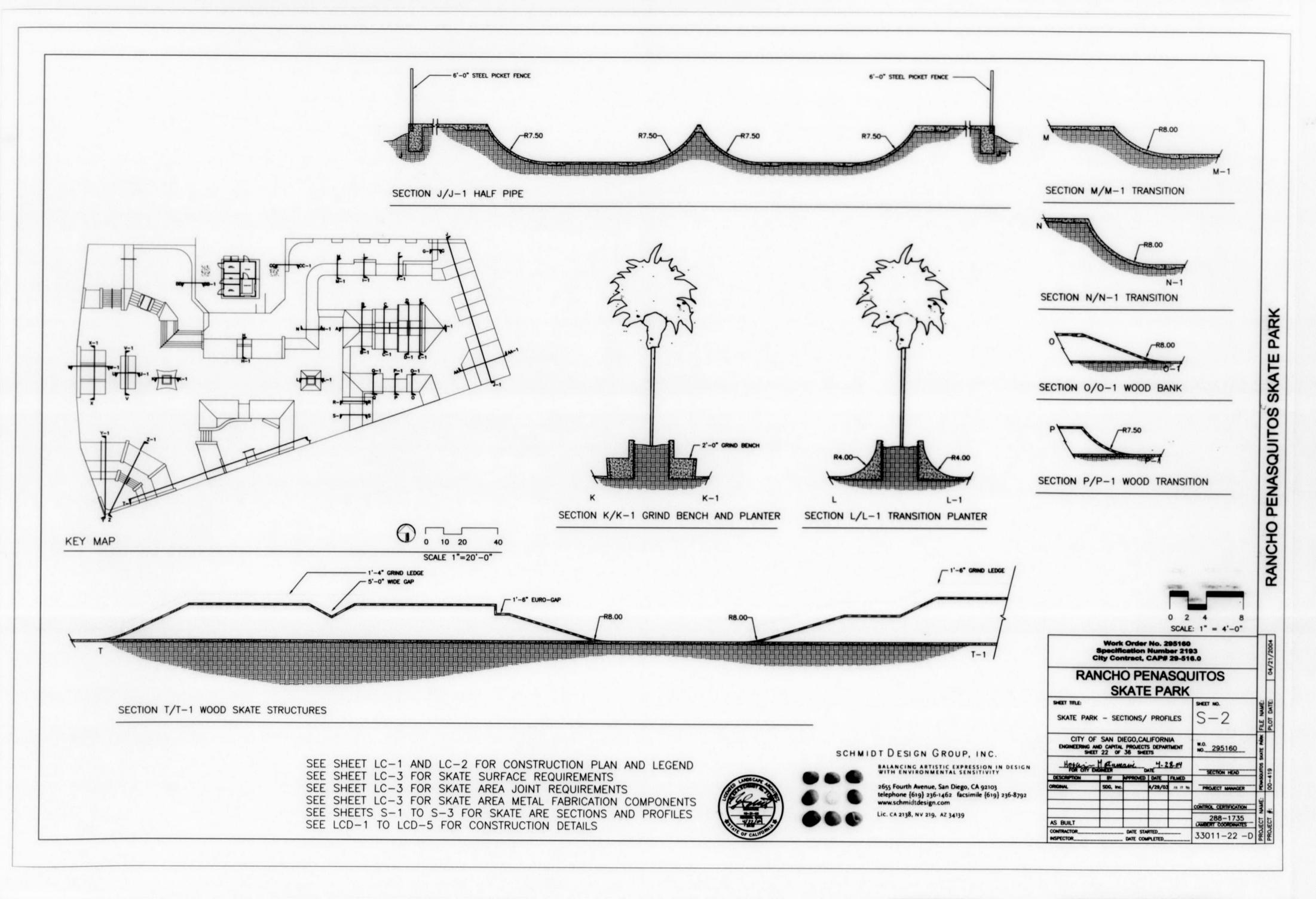
SKATE COMPONENT METAL FABRICATION

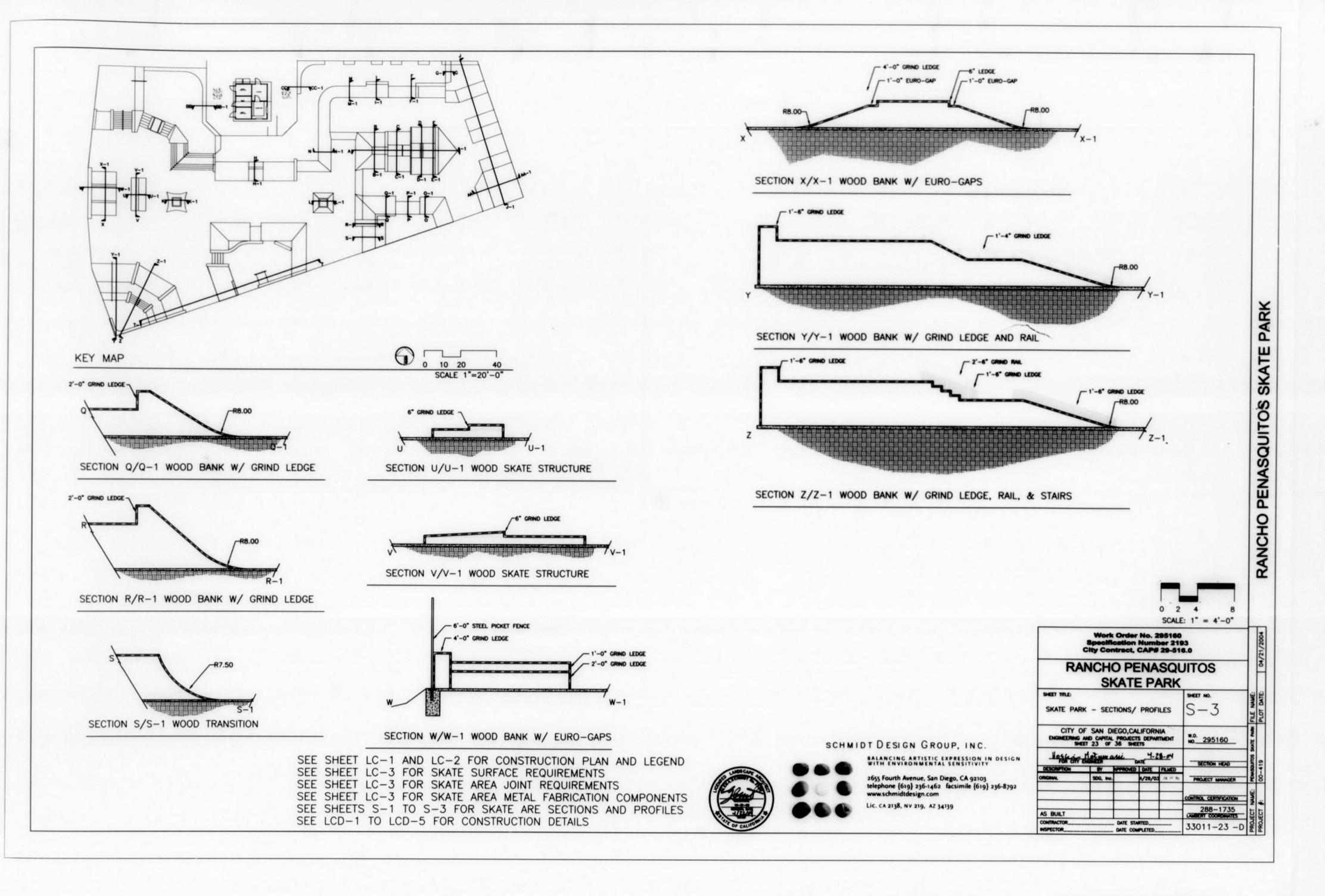
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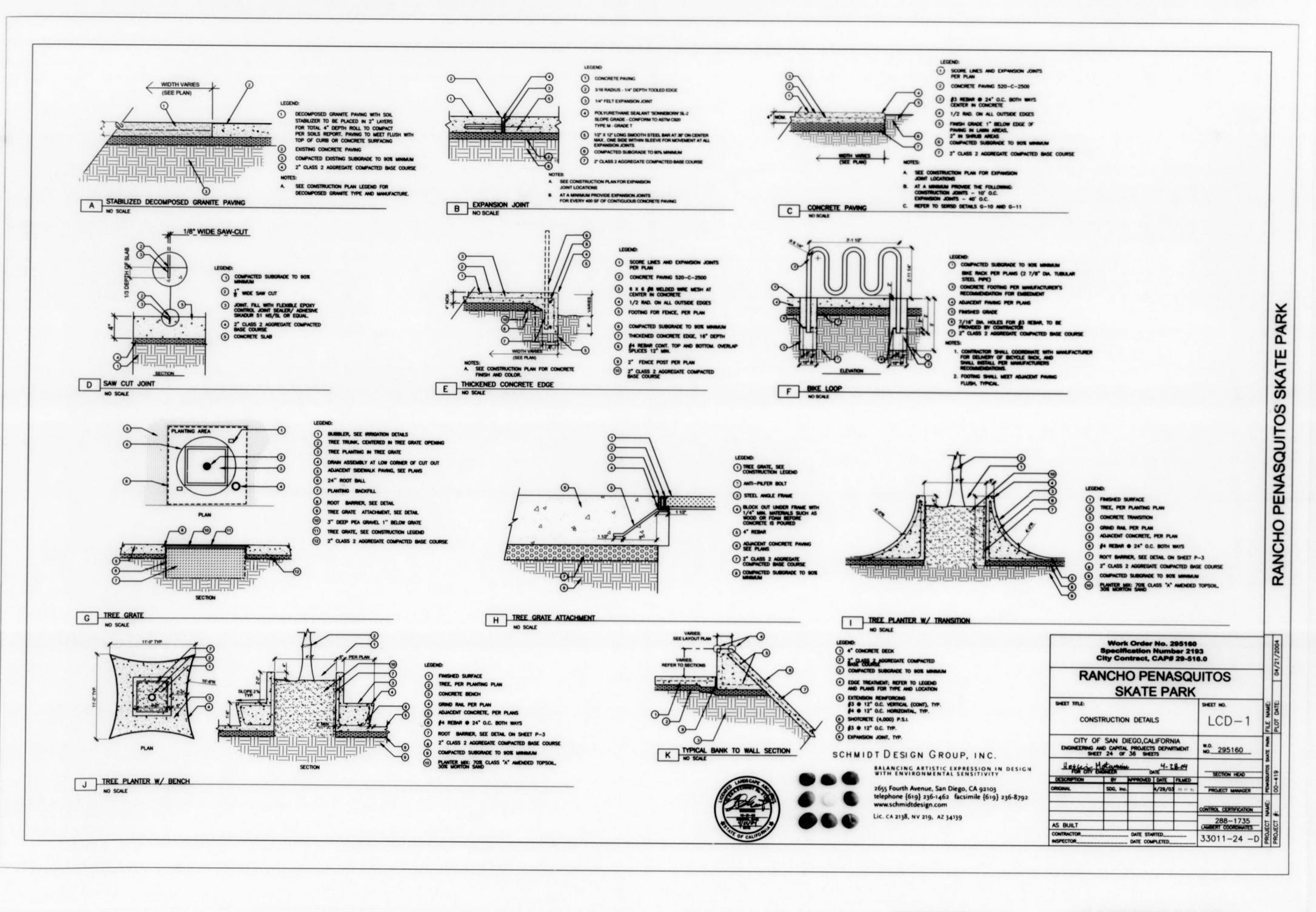
TED WILLIAMS PKWY (HWY 56)

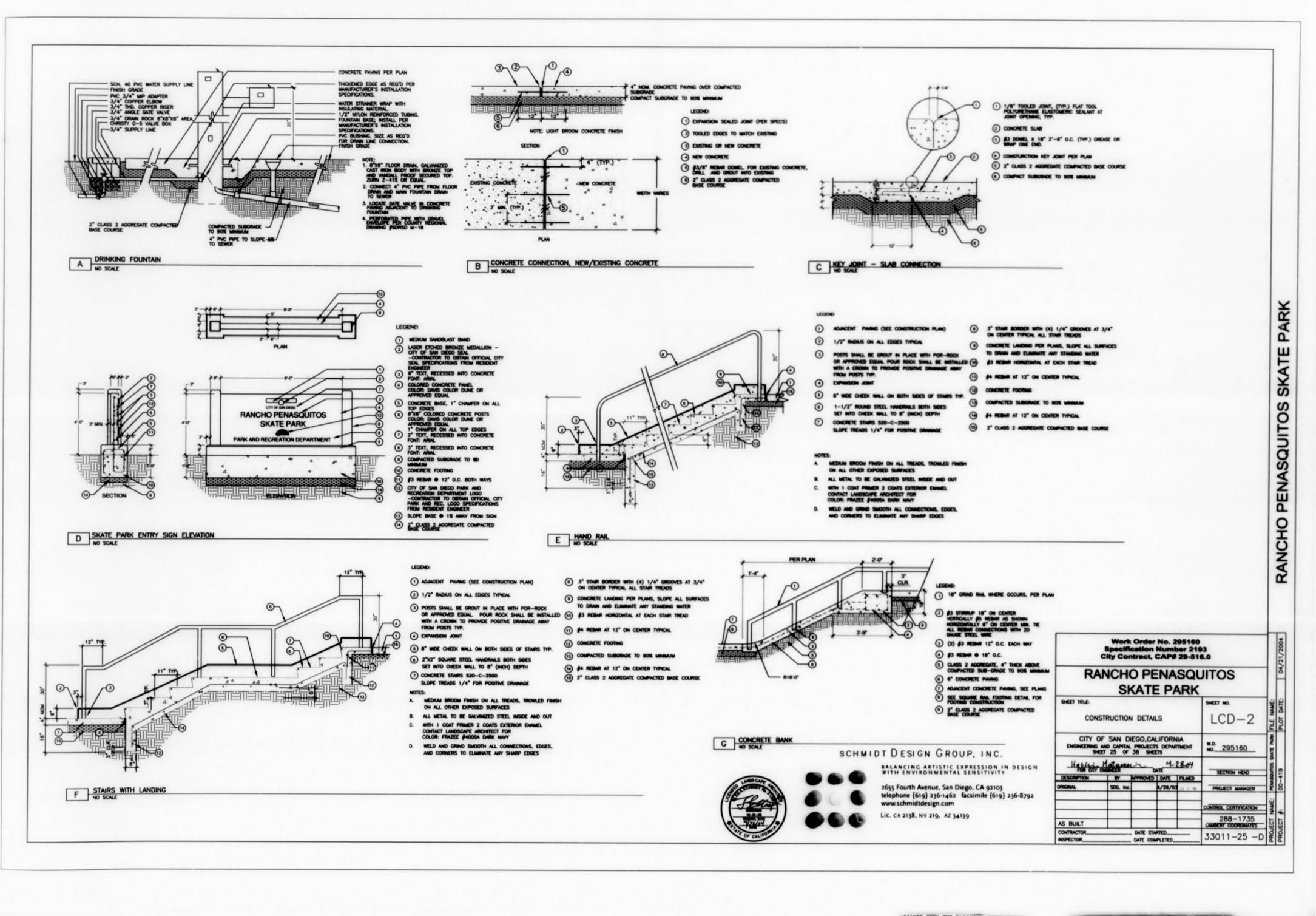
CARMEL MOUNTAIN RD.



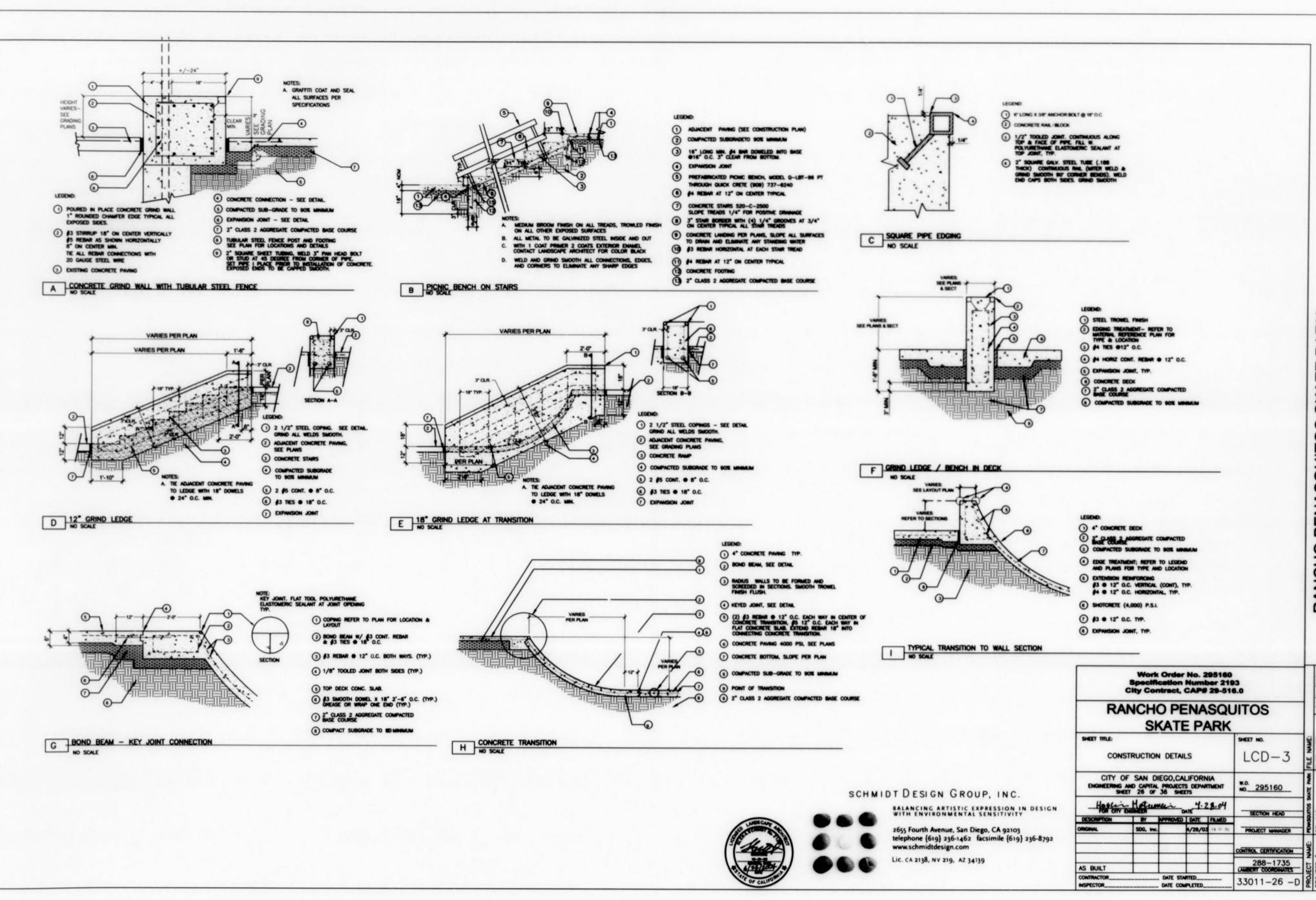




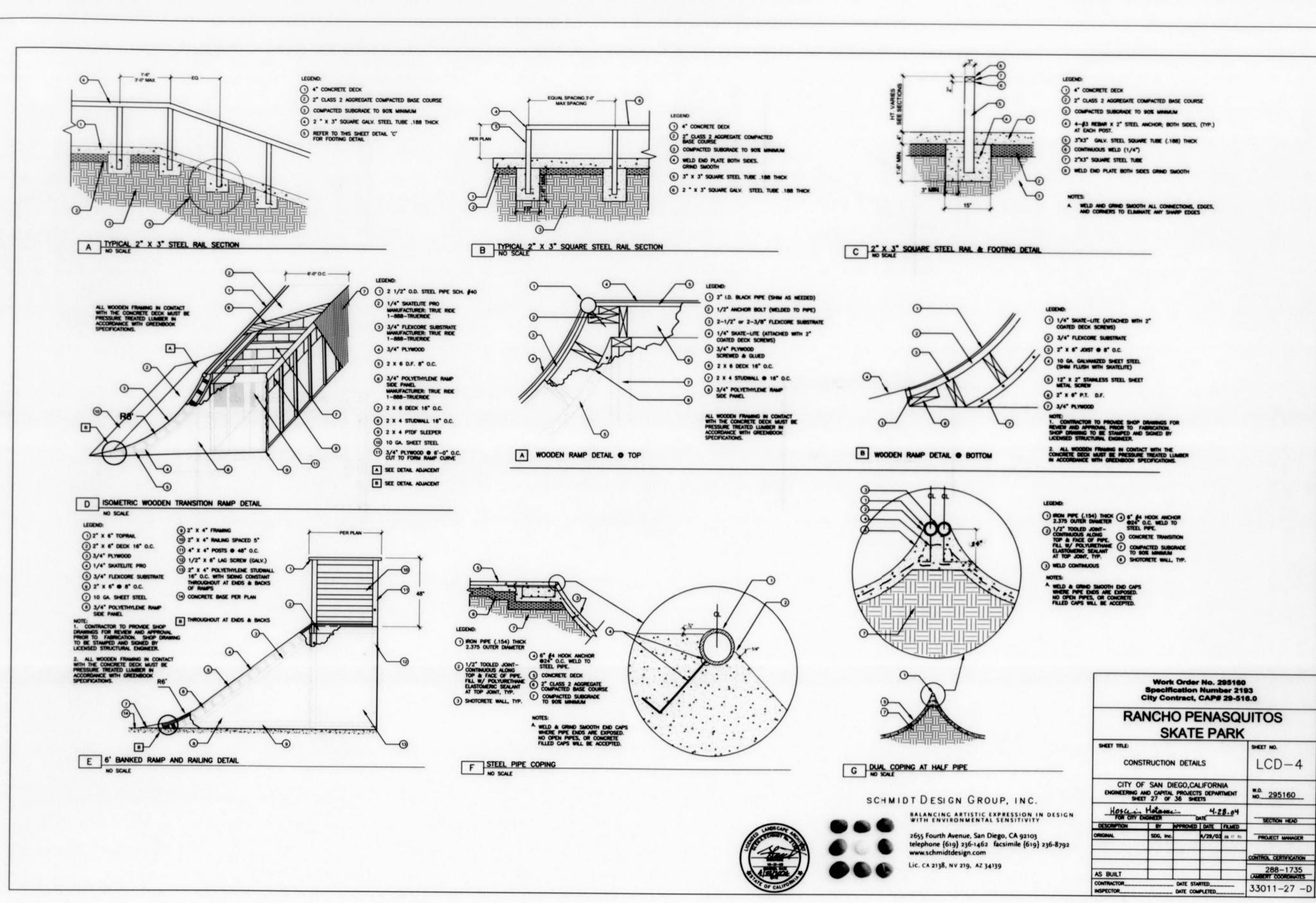






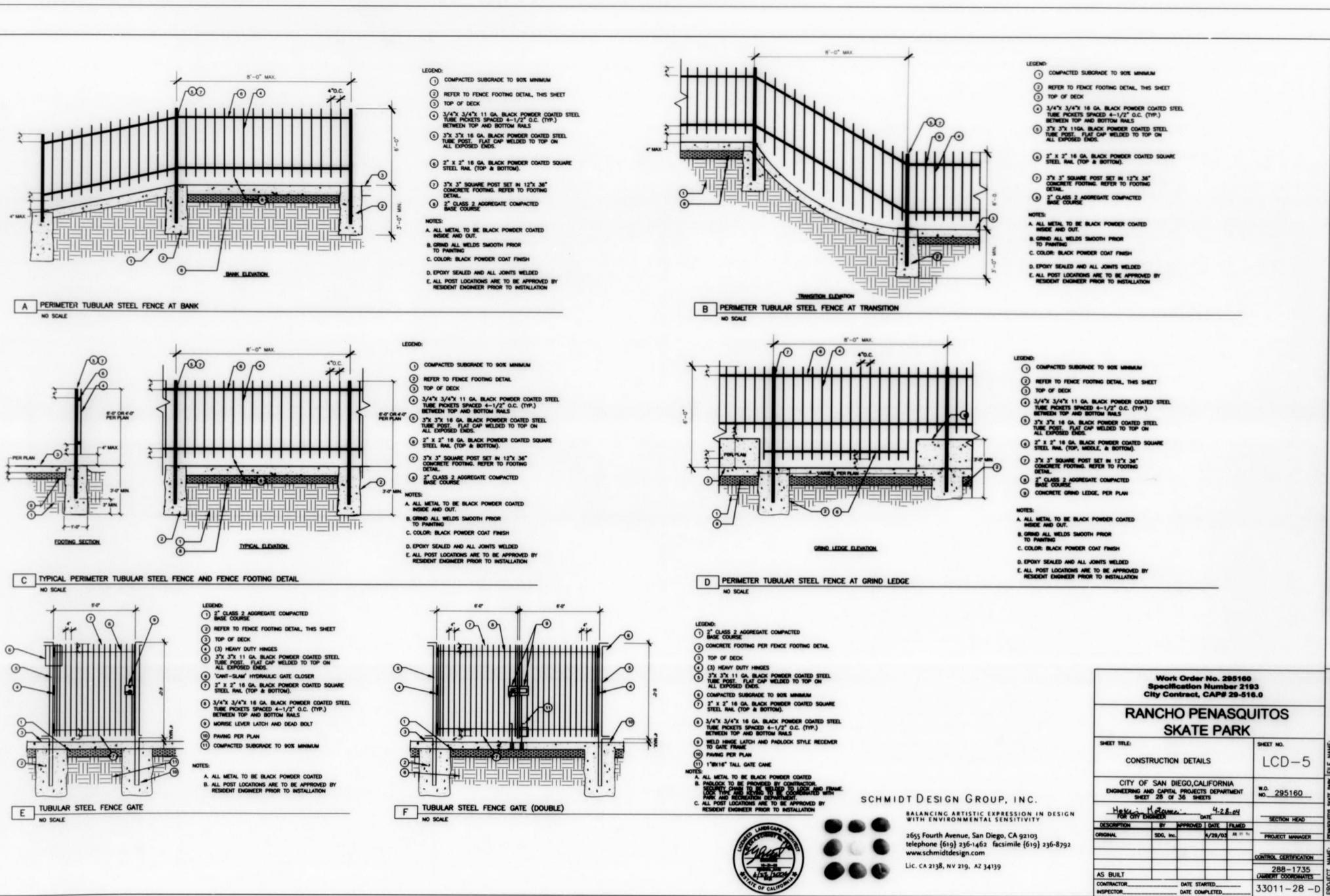


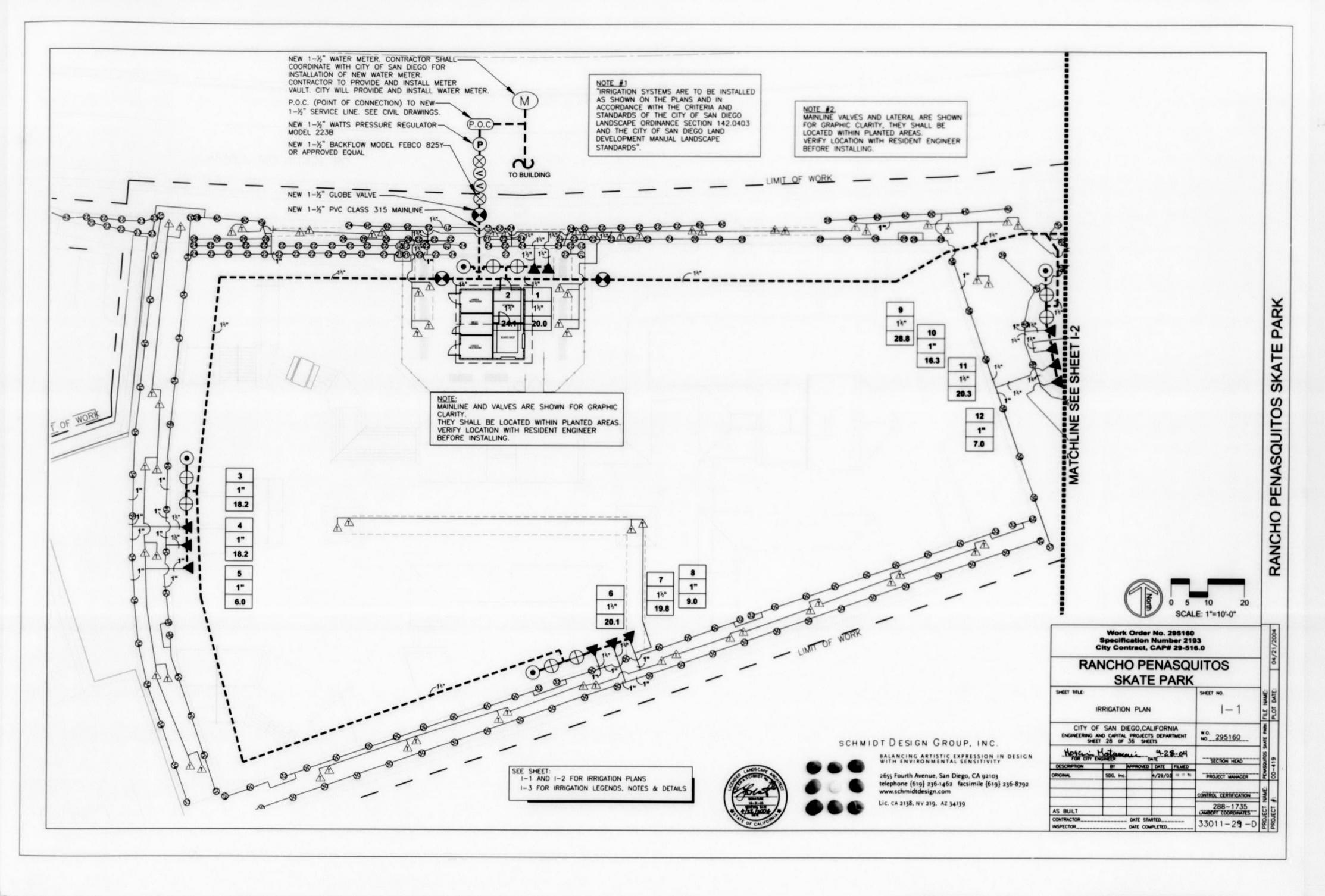


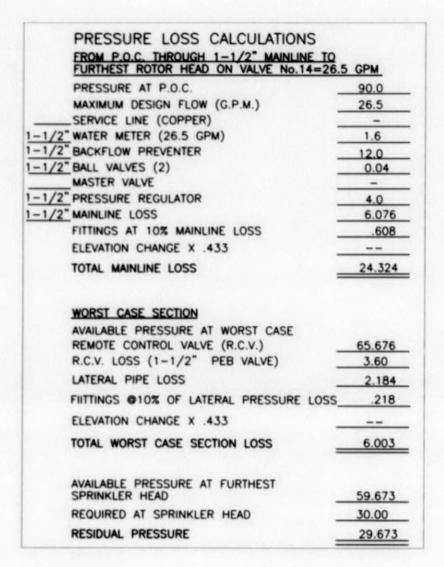






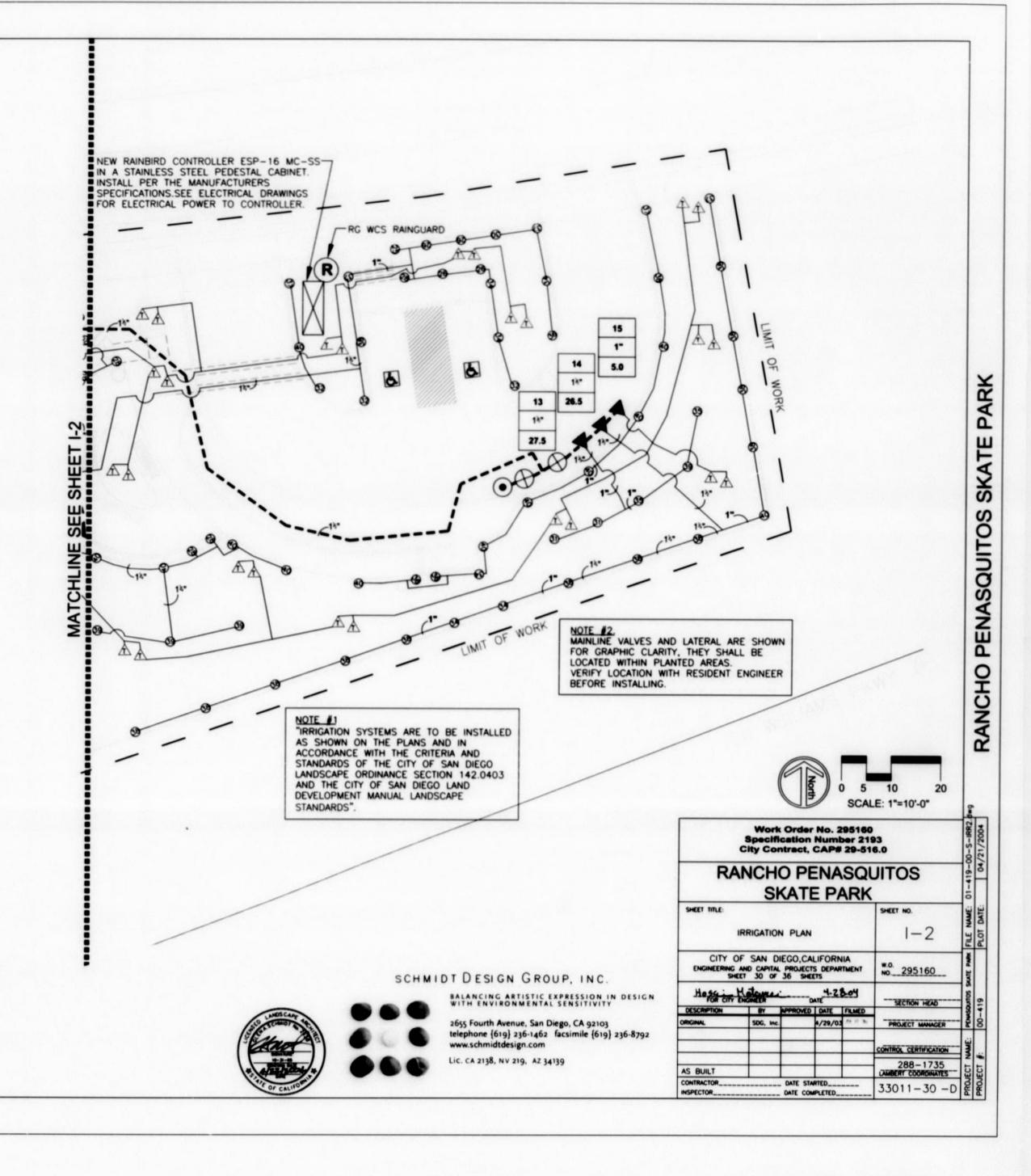






SEE SHEET: I-1 AND I-2 FOR IRRIGATION PLANS

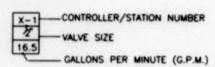
1-3 FOR IRRIGATION LEGENDS, NOTES & DETAILS



- THE IRRIGATION SYSTEM IS SHOWN DIAGRAMMATIC ALLY FOR CLARITY. LOCATE ALL PIPING, VALVES, BACKFLOW PREVENTERS, AND OTHER IRRIGATION EQUIPMENT WITHIN PLANTING AREAS UNLESS NOTED OR DIRECTED OTHERWISE. LOCATE ALL VALVES AND VALVE BOXES SIX INCHES FROM EDGE OF PAVING OR CURB.
- 3. EXISTING UTILITIES AND FIELD CONDITIONS: PRIOR TO EXCAVATION, LOCATE ALL CABLES, CONDUITS, AND UNDERGROUND UTILITIES.CONTRACTOR SHALL BE RESPONSIBLE FOR AN UNDERGROUND UTILITY SERVICE TO LOCATE AND MARK UTILITIES. CONTRACTOR WILL TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH UNDERGROUND IMPROVEMENTS. NOTIFY THE OWNER IMMEDIATELY IF A CONFLICT EXISTS BETWEEN SUCH OBSTACLES AND THE PROPOSED WORK. PROCEED IN SAME MANNER IF ROCK LAYERS OR ANY OTHER CONDITIONS ENCOUNTERED UNDERGROUND MAKE CHANGES ADVISABLE.
- 4. ALL PIPING AND WIRING UNDER ROADWAYS AND PAVING AND THROUGH WALLS SHALL BE PROVIDE A SEPARATE SLEEVE FOR EACH MAIN AND/OR LATERAL LINE.
- 5. USE TWO WRAPS OF THREE-QUARTER INCH (3/4") TEFLON TAPE FOR ALL THREADED VALVE CONNECTIONS.
- 6. AUTOMATIC IRRIGATION CONTROLLER IS TO BE SUPPLIED AND INSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTION OF FIELD WIRES TO APPROPRIATE TERMINAL STRIPS.
- 7. ADJUST ALL SPRINKLERS TO AVOID OVERSPRAY ONTO WALLS, WALKS, STREETS, UTILITY BOXES, BUILDINGS AND OTHER IMPROVEMENTS.
- 8. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO THE FINISH GRADE OF THE AREA TO BE IRRIGATED UNLESS OTHERWISE DESIGNED ON THE PLANS.
- 9. CONTRACTOR SHALL INSTALL IN-LINE ANTI-DRAIN VALVES AS WARRANTED BY SITE CONDITIONS TO ALLEVIATE LOW HEAD DRAINAGE.
- 10. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PROJECTORS NECESSARY.
- 11. THE CONTRACTOR SHALL KEEP AN UP-TO-DATE COMPLETE "AS-BUILT" RECORD SET OF PRINTS WHICH SHALL BE UPDATED DAILY AND SHOW EVERY CHANGE FROM THE ORIGINAL
- 12. INSTALL IRRIGATION HEADS IN TURF AREAS 1" FROM WALKS AND HARDSCAPE AREAS.
- 13. ALL CONTROL VALVES SHALL BE MANIFOLDED AND GROUPED IN ONE AREA SHOWN ON PLAN. VALVES SHALL BE SET AT RIGHT ANGLES TO EDGES. INSTALL VALVES BOXES 6" FROM EDGES OF HARDSCAPE AREAS.
- 14. CONTRACTOR SHALL REMOVE AND DISCARD DAILY, ALL PIPING DISTURBED DURING TRENCHING OPERATION.
- 15. CONTRACTOR SHALL REVIEW IRRIGATION SPECIFICATIONS PRIOR TO BEGINNING WORK. REFER TO TECHNICAL SPECIFICATIONS AND CONSTRUCTION DETAILS FOR INSTALLATION
- 16. QUICK COUPLER VALVE BOXES SHALL BE LABELED "QVC" BALL VAVE BOXES "BU"
- 17. ALL BOLTS FOR LOCKING VALVE BOX LIDS SHALL BE STAINLESS STEEL.
- 18. CONTRACTOR SHALL CONTACT CITY OF SAN DIEGO INSPECTOR PRIOR TO ANY TRENCHING OPERATIONS.
- 19. PROVIDE CONCRETE THRUST BLOCKS ON ALL MAINLINES 2-X" AND GREATER.PER DETAIL AND SPECIFICATIONS.THE CITY OF SAN DIEGO INSPECTION DEPARTMENT SHALL BE NOTIFIED 48 HOURS (2 WORKING DAYS) PRIOR TO THE START OF CONSTRUCTION. ALL WORK PERFORMED WITHOUT BENEFIT OF INSPECTION SHALL BE SUBJECT TO REJECTION AND
- 20. RAINBIRD CONTROLLER SHALL BE TESTED AND WRITTEN CERTIFICATION PROVIDED BY UNITED GREENTECH TO CITY OF SAN DIEGO PRIOR TO TURN OVER OF PROJECT.
- 21. INSTALL CHRISTY TAGS TO VALVE PILOT WIRES TO IDENTIFY EACH VALVE INSIDE BOX

IRRIGATION DESIGN IS BASED UPON A MAXIMUM OPERATING OF 90 PSI WITH A MAXIMUM DEMAND OF 30.0 GPM AT THE POINT OF CONNECTION. WATER COMPANY: CITY OF SAN DIEGO PHONE NUMBER: (619) 515-3500

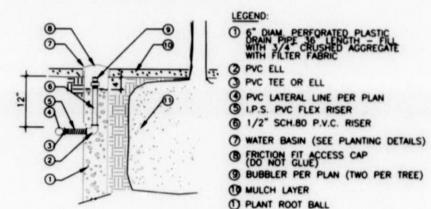
- 1. CONTROLLER WILL BE PROVIDED AND INSTALLED BY THE CONTRACTOR
- 2. CONTRACTOR SHALL PROVIDE AND INSTALL ALL EQUIPMENT SHOWN ON THE PLANS UNLESS OTHERWISE INDICATED.
- SEE ELECTRICAL PLANS FOR 110V POWER AND PHONE SERVICE TO CONTROLLER.

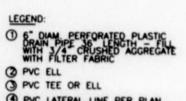


IRRIGATION LEGEND:

SYMBOL	MNFR	MODEL	DESCRIPTION	DETAIL
•	RAIN BIRD	EFB-CP	REMOTE CONTROL VALVE WITH FLOW CONTROL HANDLE (SIZE PER PLAN) RAIN BIRD (800) 435.5672 FOR MANIFOLD CONFIGURATION REFER TO DETAIL:	SDRS-I-14
0	WILKINS	215	LINE SIZE GLOBE VALVE, 3" AND SMALLER (ISOLATION) IRON VALVE WILKINS (877) 222.5356	SDRS-I-13 W/ ALTERNATE PIP INSTALLATION
0	WILKINS	215	LINE SIZE GLOBE VALVE, 3" AND SMALLER (MANIFOLD) IRON VALVE WILKINS (877) 222.5356	SDRS-I-13 W/ ALTERNATE PIP INSTALLATION
•	RAIN BIRD	44 LRC	1" QUICK COUPLING VALVE W/LOCKING VINYL CAP	SDRS-I-5
8008	FEBCO	825Y	NEW 1-1/2" REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER FEBCO (559) 252.0791	SDRS-W-27
	STRONG BOX	SBBC-45SS	STAINLESS STEEL SMOOTH TOUCH, BACKFLOW PREVENTER ENCLOSURE. STRONG BOX (800) 729.1314	-
\boxtimes	RAINBIRD	ESP-16MC-SS	NEW CONTROLLER ESP-16MC IN A STAINLESS STEEL PEDESTAL CABINET.REFER TO MANUFACTURERS SPECIFICATIONS. SEE ELECTRICAL PLANS FOR 120V POWER TO CONTROLLER. RAIN BIRD CORPORATION (800) 458-5672	SDRS-I-17
•	WILKINS	500	1-1/2" PRESSURE REGULATOR	-
P	-	-	POINT OF CONNECTION	-
M	-	-	SEE CIVIL PLANS.	SDRS-W-2
®	WCS HYDROSAVER	RG	RAINGUARD OR APPROVED EQUAL WCS HYDROSAVER 1(800) 821-1322	-
	DR EQUAL	CLASS 315	NEW PVC PRESSURE MAINLINE 2" & LARGER. SIZE AS INDICATED. PVC PRESSURE MAINLINE INSTALL 21" BELOW GRADE	SDRS-I-25
		SCH. 40	PVC PRESSURE MAINLINE 1 1/2" AND SMALLER INSTALL 21" BELOW GRADE SIZE AS INDICATED.	-
	DASCO OR EQUAL	SCH.40	PVC LATERAL LINE, 3/4" UNLESS INDICATED OTHERWISE, INSTALL 15" BELOW GRADE	-
		SCHED. 40	PVC SLEEVE UNDER PAVEMENT (2 X PIPE DIAMETER)	-
	VALCON	ADV	ANTI DRAIN VALVE (SEE NOTES)	-
-	CHRISTY	B3-3 WITH B3TL	CONCRETE BOXES W/ CAST IRON LIDS	

NEW RAIN BIRD CONTROLLER OR EQUAL MODEL ESP-16MC-SS IN A STAINLESS STEEL PEDESTAL CABINET. INSTALL PER THE MANUFACTURER'S SPECIFICATIONS. SEE ELECTRICAL PLANS FOR 120V POWER TO CONTROLLER, WITH SEPARATE BREAKER FOR IRRIGATION CONTROLLER. RAIN BIRD CORPORATION (800) 458-5672





TYPE PUT PER PLAN (S) I.P.S. PVC FLEX RISER 6 1/2" SCH.80 P.V.C. RISER

(B) FRICTION FIT ACCESS CAP 9 BUBBLER PER PLAN (TWO PER TREE) MULCH LAYER

A BUBBLER AT TREE PLANTING

RRIGATION LEGEND:

TMBU	L MNFR	MODEL	DESCRIPTION	PSI	NOZZLE	E G.P.N	RADIUS	ARC	DETAI
•	RAIN BIRD	1800-SAM	4" POP-UP FOR GRASS	30	50	.10	5'	90"	SDRS I
•	OR APROVED	SERIES	6" POP-UP FOR SHRUBS	30	51	.13	5'	120	1
-	EGUAL		VARIABLE ARC NOZZLE	30	5H	.20	5'	180	
•	1000		*SEE NOTE BELOW*	30	5F	41	5'	360	
*				30	SVAN	VAR.	5'	VAR.	
_	RAIN BIRD	1800-SAM							
0	OR APROVED		4" POP-UP FOR GRASS	30	80	.26	8,	90"	
	EQUAL	-	6" POP-UP FOR SHRUBS	30	81	.35	8.	120	1 1
0	MULTINES OF		VARIABLE ARC NOZZLE *SEE NOTE BELOW*	30	8H	.52	8.	180	1 1
0	B 1 1 1 1 1		SEE HOTE BELOW	30	8F	1.05	8.	360	
				30	8VAN	VAR.	8.	VAR.	
0	RAIN BIRD	1800-SAM	4" POP-UP FOR GRASS	30	100	.39	10"	90"	
0	OR APROVED	SERIES	6" POP-UP FOR SHRUBS	30	101	.53	10'	120	
0	EUUNE		VARIABLE ARC NOZZLE	30	10H	.79	10'	180	1 1
:			*SEE NOTE BELOW*	30	10F	1.58	10'	360	
•				30	10	VAR.	VAR.	VAR.	1 1
_	RAIN BIRD			-	VAN				
0	OR APROVED	1800-SAM SERIES	4" POP-UP FOR GRASS	30	120	.65	12"	90"	
0	EQUAL	SEMES	6" POP-UP FOR SHRUBS	30	121	.87	12'	120	
			VARIABLE ARC NOZZLE *SEE NOTE BELOW*	30	12H	1.30	12"	180	
			SEE MOIE BELOW	30	1211	1.74	12'		
=				30	1210	1.95	12'		
2				30	12F	2.60	12'		
٦,				30	VAN	VAR.	VAR.	VAR.	
9	RAIN BIRD OR APROVED	1800-SAM SERIES	4" POP-UP FOR GRASS	30	150	.92	15"	90°	
	EQUAL	SEMIES	6" POP-UP FOR SHRUBS	30	151	1.23	15'	120	
			VARIABLE ARC NOZZLE	30	15H	1.85	15"		
•			*SEE NOTE BELOW*	30	1511	2.48	15"		
:				30	1510	2.78	15"	270	
•	9.6			30	15F	3.70	15'	360	
				30	15 VAN	VAR.	VAR.	VAR.	1
	RAIN BIRD OR APROVED EQUAL	1400 SERIES							
		1402	PRESSURE COMPENSATING BUBBLER FOR TREE	30		.5			A/1-3

NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING THE PROPER NOZZLE AND PCS PER THE PCS CHART FOR THE AREA OF COVERAGE, SPACING, RADIUS AND DEGREE OF ARC FOR THE AREA TO BE COVERED BY EACH HEAD. EVERY 1800 SERIES HEAD SHALL HAVE A STOP-A-MATIC (SAM), A PRESSURE COMPENSATING SCREEN (PCS) AND A PRESSURE REGULATING STEM (PRS) INSTALLED IN THE BODY OF EACH HEAD. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INSTALL VAN NOZZLES AS REQUIRED FOR THE PROPER ARC. THE CONTRACTOR SHALL ADJUST ALL NOZZLES AND HEADS TO AVOID OVERSPRAY ONTO ALL BUILDINGS, WALKS, WALLS, HARDSCAPING AND UTILITY BOXES.

ALL COMPONENTS AS SPECIFIED OR APPROVED EQUAL

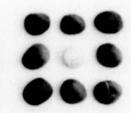
I-1 AND I-2 FOR IRRIGATION PLANS

SCHMIDT DESIGN GROUP, INC.

BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY

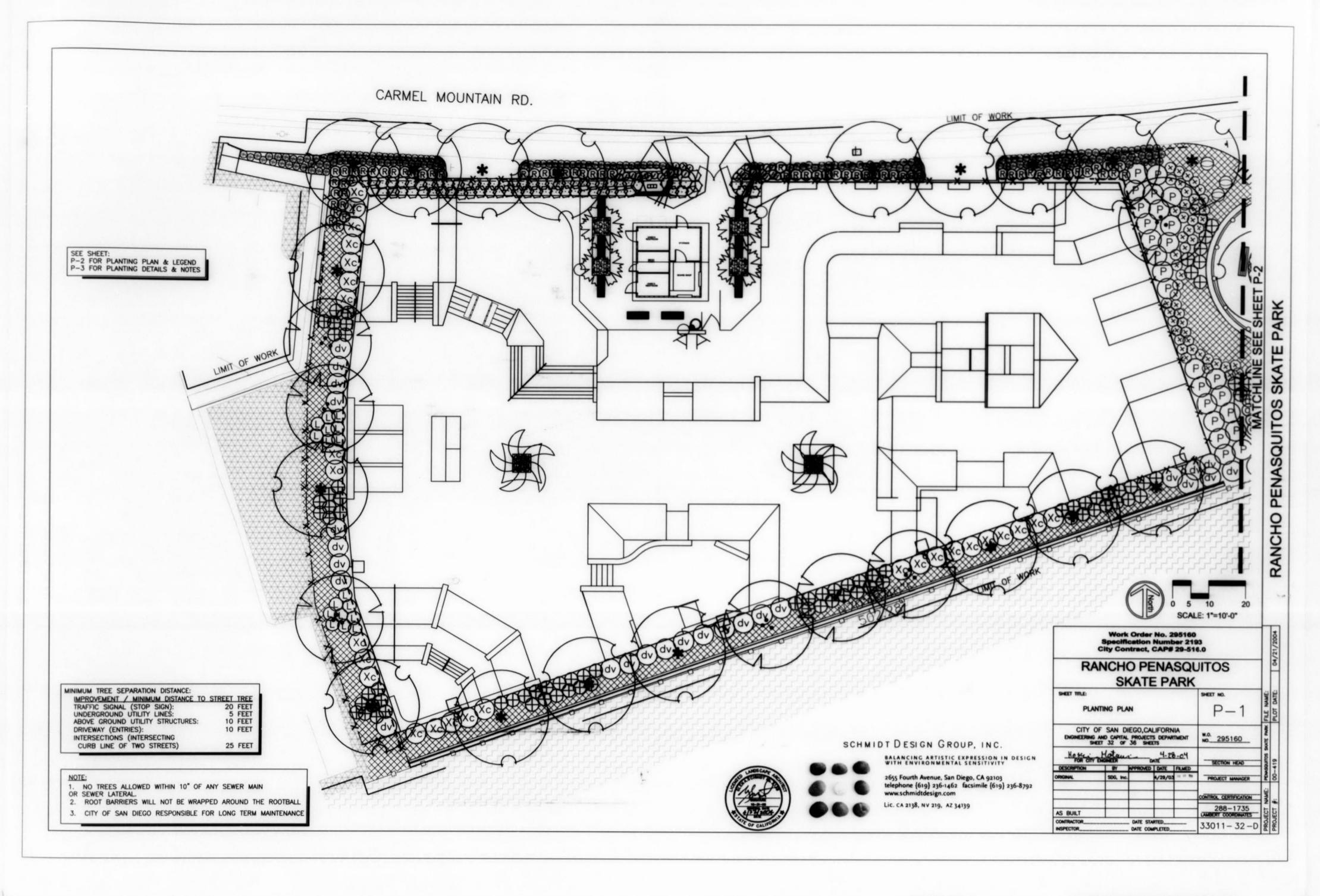
2655 Fourth Avenue, San Diego, CA 92103 telephone (619) 236-1462 facsimile (619) 236-8792 www.schmidtdesign.com

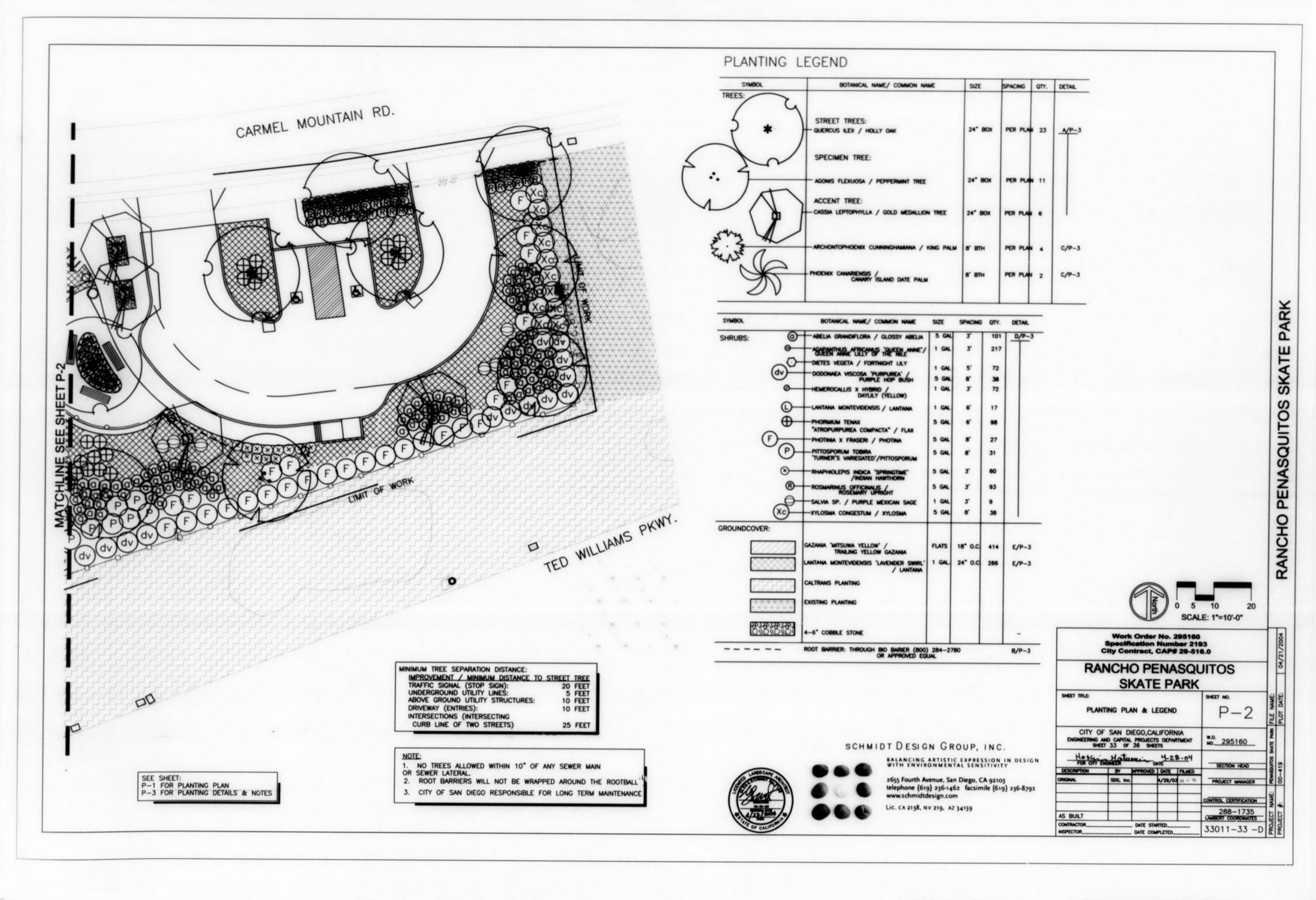
Work Order No. 295160 Specification Number 2193 City Contract, CAP# 29-516.0 RANCHO PENASQUITOS							04/21/2004
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IRRIGATION LEGENDS AND NOTES $I-3$						FILE NA	PLOT DA
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 31 OF 36 SHEETS NO. 295160						ATE PARK	
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AS BUILT					288-1735	RCJECT !	CT
CONTRACTOR	CONTRACTOR DATE STARTED 33011-31 -D						PROJECT



Lic. CA 2138, NV 219, AZ 34139

PENASQUIT





- CONTRACTOR SHALL VISIT SITE AND BECOME FAMILIAR WITH CONDITIONS UNDER WHICH WORK SHALL BE DONE PRIOR TO BIDDING.
- CONTRACTOR SHALL REVIEW PLANTING SPECIFICATIONS BEFORE BEGINNING WORK.
- ALL LANDSCAPE INSTALLATION SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF SAN DIEGO'S LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS.
- CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IN THE EXISTING CONDITIONS OR WITHIN THE PLANS PRIOR TO BEGINNING WORK.
- 5. CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL SITE UTILITIES PRIOR TO CONSTRUCTION. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REPAIRS MADE NECESSARY THROUGH THE ACTIONS OR NEGLIGENCE OF HIS CREW.
- CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE FOR INSPECTION AT FOLLOWING TIMES:

 IRRIGATION COVERAGE, PRIOR TO PLANT PLACEMENT;
 PLANT APPROVAL AND SPOTTING PRIOR TO PLANTING;
 PRE-MAINTENANCE APPROVAL;
- 8. THE MAINTENANCE PERIOD SHALL BE 90 CALENDAR DAYS AND SHALL INCLUDE THE SCOPE OF WORK AS DEFINED IN THE SPECIFICATIONS. IT SHALL COMMENCE UPON WRITTEN NOTICE BY OWNER'S REPRESENTATIVE.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL AREAS IN A WEED AND DEBRIS-FREE CONDITION THROUGHOUT THE MAINTENANCE PERIOD.
- 10. OWNERS REPRESENTATIVE SHALL APPROVE ALL FINISH GRADING PRIOR TO PLACEMENT OF ANY PLANT MATERIAL.
- 11. PLANT SYMBOLS TAKE PRECEDENCE OVER PLANT QUANTITIES SPECIFIED. WHERE SHRUB SYMBOLS ARE MASSED, CONTRACTOR SHALL MAINTAIN A CONSISTENT ON CENTER, TRIANGULAR SPACING AS SPECIFIED IN LEGEND. CONTRACTOR SHALL VERIFY PLANT TOTALS FOR BID PURPOSES.
- 12. PERCOLATION TEST (AS DEFINED BY THE CITY OF SAN DIEGO) SHALL BE PROVIDED.
- 13. ALL ROCKS AND DEBRIS THREE (3") AND LARGER SHALL BE REMOVED FROM PLANTING AREAS AND THEN FROM THE
- 14. PRIOR TO PLANTING, ALL IRRIGATION SYSTEMS SHALL BE FULLY OPERATIONAL AND ALL PLANTING AREAS SHALL BE THOROUGHLY WATERED.
- SHRUB AND GROUND COVER WASS QUANTITIES AND/OR SPACING ARE SHOWN ON PLANS. PLANTS SHALL BE INSTALLED WITH TRIANGULAR SPACING.
- 16. PLANT MATERIAL SHALL BE GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE OF THE PROJECT SITE.
- 17. PLANT MATERIAL MAY BE REJECTED AT ANY TIME BY THE OWNER'S REPRESENTATIVE DUE TO CONDITION, FORM OR DAMAGE BEFORE OR AFTER PLANTING.
- 18. ALL TREES WITHIN 5' OF HARDSCAPE AREAS (PAVEMENT, WALLS, CURBS, ROADS, BROW DITCHES, DRAINAGE STRUCTURES, ETC.) SHALL BE INSTALLED WITH A DEEP ROOT BARRIER. ROOT BARRIER SHALL BE INSTALLED PARALLEL TO BARRIER ROOT BARRIER SHALL BE INSTALLED PARALLEL TO HARDSCAPE SURFACE FOR A DISTANCE OF 12' FROM THE CENTER LINE OF THE TREE TRUNK IN BOTH DIRECTIONS, OR ALONG THE EDGE OF THE HARDSCAPE AS INDICATED ON PLAN. ROOT BARRIER TO BE MFG BY "BIO-BARRIER" OR APPROVED EQUAL. BARRIERS ARE TO BE INSTALLED PER MANUFACTURERS RECOMMENDATION.
- 19. AT COMPLETION OF THE MAINTENANCE PERIOD, APPLY COMMERCIAL FERTILIZER (15-15-15) AT 2LBS/1000SF AND WATER IMMEDIATELY WITH A THOROUGH IRRIGATION CYCLE.
- 20. SOIL AMENDMENTS SPECIFIED ARE FOR BIDDING PURPOSES ONLY. ACTUAL TYPES AND QUANTITIES WILL BE BASED ON SOIL ANALYSIS PROVIDED BY THE CONTRACTOR. AFTER ROUGH GRADING SOIL SAMPLES SHALL BE TAKEN FROM ENOUGH LOCATIONS ON THE SITE TO REPRESENT AN ADEQUATE CROSS SECTION OF CONDITIONS. ANALYSIS SHALL BE PERFORMED BY A QUALIFIED SOILS LAB. THE CONTRACTOR SHALL FOLLOW TESTING PROCEDURES AS DEFINED BY THE CITY OF SAN MARCOS. TEST SHALL INCLUDE, BUT NOT BE LIMITED TO, TESTS FOR SOIL FERTILITY, AGRICULTURAL SUITABILITY, ORGANIC CONTENT N, P, K, PH, EC, SOIL TEXTURE, AND RECOMMENDATIONS FOR AMENDMENTS, LEACHING, AND MAINTENANCE FERTILIZATION. CONTRACTOR SHALL FURNISH OWNER'S REPRESENTATIVE WITH A COPY OF TEST RESULTS AND RECEIVE WRITTEN APPROVAL A COPY OF TEST RESULTS AND RECEIVE WRITTEN APPROVAL FOR AMENDMENTS PREPARATION PRIOR TO INSTALLATION.

BID MIX FOR SHRUB AREAS:
PLANTING AND BACKFILL MIX FOR PLANT PITS SHALL BE AS
FOLLOWS PER CUBIC YARD: 100% OF NATIVE SOIL. 2" TOP PRESSING OF NITROHUMUS OR APPROVED EQUIVALENT

- 21. CONTRACTOR SHALL IMMEDIATELY UPON THE AWARD OF THE CONTRACT, ORDER, LOCATE AND PURCHASE (OR HAVE HELD) ALL PLANT MATERIAL REQUIRED BY THESE PLANS AND SPECIFICATIONS.
- 22. PLANTING BEDS SHALL HAVE FINISHED GRADES SMOOTHED TO ELIMINATE PUDDLING OR STANDING WATER. CONTRACTOR SHALL MAINTAIN A MINIMUM 2% DRAINAGE AWAY FROM BUILDINGS AND PAVING INTO DRAINAGE STRUCTURES OR TO STREET (SEE ENGINEER'S GRADING AND DRAINAGE PLAN). CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY OF ANY CONFLICTS IN MAINTAINING DRAINAGE.
- 23. SEE ENGINEER'S PLAN FOR LAYOUT OF ALL CURBS, WALLS, RETAINING WALLS, UTILITIES, SITE GRADING AND DRAINAGE. SEE ARCHITECT'S PLAN FOR LOCATION OF ALL BUILDINGS.
- 24. ALL PLANTING SHALL BE GUARANTEED THROUGH THE MAINTENANCE PERIOD. TREES, SHRUBS, AND PALMS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR, BEGINNING FROM THE DATE OF THE FINAL ACCEPTANCE OF THE
- 26. SHRUB AND GROUNDCOVER MASS QUANTITIES ARE SHOWN ON PLANS. UNDERPLANT ALL TREES WITH THE ADJACENT SHRUB AND/OR GROUNDCOVER AS INDICATED BY THE PLANS. PLANTS SHALL BE INSTALLED WITH TRIANGULAR SPACING. PLANT GROUNDCOVERS TO WITHIN 12" OF TREE OR SHRUB STEMS.

- 30. ALL SHRUB BEDS SHALL HAVE A 2 INCH THICK MULCH LAYER. "MULCH" SHALL BE BARK MULCH FROM ONE OF THE FOLLOWING SOURCES: SHREDDED FIR OR SHREDDED CEDAR. RATES AS SPECIFIED ON PLANS. MULCH SHALL BE FREE OF STICKS, STONES, CLAY OR OTHER FOREIGN MATERIAL.
- 32. TREES AND SHRUBS SHALL NOT BE PLANTED WITHIN FIVE (5) FEET OF IRRIGATION HEADS (EXCLUDING BUBBLERS) FOR ALL SLOPE APPLICATIONS.
- 33. TREE STAKES ARE NOT TO COME INTO CONTACT OF THE TREE, AND SHALL BE INSTALLED ON THE WINDWARD SIDE.
- 35. EACH TREE SHALL BE PLANTED IN AN AIR AND WATER-PERMEABLE PLANTING AREA OF AT LEAST 40 SQUARE FEET WITH A MIN. FINISHED DIMENSION (WIDTH) OF 5 FEET MEASURED FROM THE INSIDE FACE OF PAVEMENT. THE PLANTING AREA SHALL BE UNENCUMBERED BY UTILITY.
- 37. ANY CHANGES TO THE SITE AND/OR LANDSCAPE PLANS SHALL BE SUBMITTED TO THE CITY LANDSCAPE PLANNER FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING.
- 38. ANY DISCREPANCY OR CONFLICTS IN DIMENSIONS, LANDSCAPE AREAS OR MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE CITY LANDSCAPE PLANNER, THE OWNERS, AND THE DESIGNER / ARCHITECT PRIOR TO INSTALLATION.
- WELL-DEFINED TRUNK AND SHALL NORMALLY ATTAIN A MATURE HEIGHT AND SPREAD OF AT LEAST 15 FEET WITHIN 8 YEARS OF PLANTING.
- 40. ADDITIONAL PLANTS FOR PLACEMENT IN FIELD: 1 GAL. SHRUB: 75 5 GAL. SHRUB: 40 FLATS: 40

SEE SHEET: P-1 FOR PLANTING PLAN P-2 FOR PLANTING PLAN & LEGEND

2 LBS FERROUS SULFATE THOROUGHLY BLEND THE ABOVE AT A CENTRAL ON-SITE LOCATION PRIOR TO USE. THE FERROUS SULFATE SHOULD NOT CONTACT PAVING SURFACES AS

"SOIL PREP" TO BE MIXED INTO THE TOP 8" OF SOIL THROUGHOUT THE SITE EXCEPT ON SLOPES GREATER THAN

- 25. CONTRACTOR SHALL REVIEW PLANTING INSTALLATION DETAILS PRIOR TO BEGINNING WORK.
- 27. IRRIGATE ALL PLANTING AREAS NORMALLY FOR TWO WEEKS TO GERMINATE WEEDS. APPLY CONTACT HERBICIDE (MONSANTO "ROUND-UP", OR APPROVED EQUAL) TO WEEDS ONLY PER MANUFACTURER'S RECOMMENDATIONS. REPEAT PROCESS IF WEEDS PERSIST.
- 28. PLANTING TABLETS SHALL BE GRO-POWER PLANTING TABLETS 12-8-8 (12 MONTH SLOW RELEASE FORMULATION).
- 29. FLATS AND 1 GALLON GROUNDCOVER MATERIALS SHALL BE PLANTED TO WITHIN 12" OF ADJACENT SHRUB STEMS.
- CONTRACTOR SHALL SUBMIT SAMPLE TO OWNER'S REPRESENTATIVE FOR APPROVAL, PRIOR TO INSTALLATION.
- 31. ALL PLANT MATERIAL SHALL MEET MINIMUM STANDARDS SET BY THE AMERICAN ASSOCIATION OF NURSERYMAN AND THE CITY OF SAN MARCOS.
- 34. ALL LANDSCAPE AREAS NOT CONTAINING TREES SHALL HAVE A MINIMUM FINISHED DIMENSION OF THREE (3) FEET WIDTH MEASURED FROM THE INSIDE FACE OF PAVEMENT.
- 36. ALL PLANTING AREAS SHALL BE COVERED WITH A MINIMUM OF 2 INCHES OF BARK MULCH OR EQUAL.

GROUNDCOVER PLANTING NO SCALE

NO SCALE

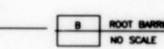
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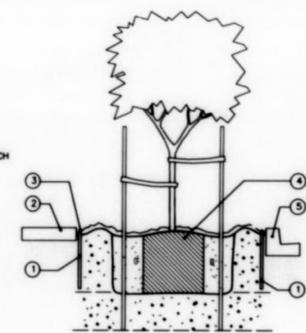
C PALM PLANTING

NO SCALE



- PLANTING BACKFILL PER NOTES AND SPECIFICATIONS.
 ROUGHEN SIDES AND BOTTOM OF PIT.
- 3 FINISHED GRADE.
- *CINCH-TIE" MANUF. BY V.I.T. COMPANY, INC. ATTACH PER MANUF. SPEC'S. AND SECURE WITH FURRING NAIL AT STAKE.
- (50mm) 2 INCH MULCH LAYER OR (50mm) 2 INCH D.G. SEE PLANS.
- 6 ROOTBALL SLIGHTLY HIGHER THAN FINISHED GRADE.
- (2) 2" (50mm) DIA. X 8' (2.5M) LONG LODGEPOLE STAKES. NOTE: USE TWO STAKES FOR TREE'S 15 GALLON (\$15) AND LARGER.
- (B) WATER BASIN.
- 9 PLANTING TABLETS PER NOTES AND SPECIFICATIONS.
- 10 SOIL BALL RESTING ON FIRM SOIL TO AVOID SETTLING.
- (1) CHAMFER SLOPE TO PREVENT EROSION AT SLOPE INSTALLATIONS.





- 24" DEEP ROOT BARRIER PER SPECIFICATIONS/ EXTEND 12'-0" FROM TRUNK OF TREE IN EACH DIRECTION ALONG FACE OF PAVING, CURB, WALL, ETC.
- (WHERE APPLICABLE)
- 3 EXTEND TOP OF ROOT BARRIER 1/2" MINIMUM ABOVE FINISHED GRADE (4) TREE PLANTING PER DETAILS
- (WHERE APPLICABLE)

A. CONTRACTOR SHALL INSTALL AND ASSEMBLE ROOT BARRIER PER MANUFACTURERS RECOMMENDATIONS

PARK

SKA

ENASQUIT

ROOT BARRIER

- 1) ROUGHEN SIDES AND BOTTOM OF PIT
- (2) FINISHED GRADE
- (3) (2) INCH MULCH LAYER
- (4) WATER BASIN

1 EXISTING SUBGRADE

4) FINISHED GRADE.

(5) (2) INCH MULCH LAYER

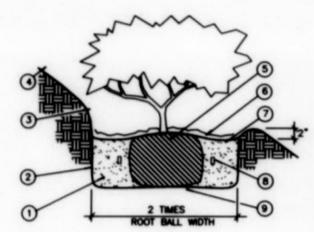
(7) EDGE OF PLANTING AREA

2) AMMENDED PLANTING BACKFILL PER PLANTING NOTES & SPECIFICATIONS (SEE PLANS)

(3) ROOTBALL SLIGHTLY HIGHER THAN FINISHED GRADE.

EQUAL TRIANGULAR SPACING REQUIRES BETWEEN PLANTS. (REFER TO PLANT LEGEND FOR ON CENTER SPACING).

- (5) ROOTBALL 2" HIGHER THAN FINISHED GRADE (DO NOT TRIM ROOTS)
- (6) PLANT PALM VERTICAL PLANTING TABLETS PER NOTES AND SPECIFICATIONS
- PLANTING BACKFILL:
 1 PART COARSE WASHED SAND
 3 PARTS NATIVE SOIL
- COMPACT AND SETTLE SAND/SOIL UNDER ROOTBALL TO AVOID SETTLING
- 4" DIA. PERFORATED PVC PIPE FILLED WITH 1" AGGREGATE AND WRAPED IN FILTER FABRIC WITH 4" DIAM. PLASTIC FLAT DRAIN GRATE 2" ABOVE FINISHED GRADE



- 1 PLANTING BACKFILL PER NOTES AND SPECIFICATIONS.
- (2) ROUGHEN SIDES AND BOTTOM OF PIT. 3 FOR SLOPE COMDITIONS CHAMFER SLOPE TO PREVENT EROSION.
- (4) FINISHED GRADE.
- 5 ROOTBALL SLIGHTLY HIGHER THAN
- (2) INCH MULCH LAYER OR (2) INCH D.G. SEE PLANS. (7) WATER BASIN.
- 8 PLANTING TABLETS PER NOTES AND SPECIFICATIONS.
- SOIL BALL RESTING ON FIRM SOIL TO AVOID SETTLING.

Work Order No. 295160 Specification Number 2193 City Contract, CAP# 29-516.0

RANCHO PENASQUITOS SKATE PARK

SHEET TITLE: PLANTING DETAILS & NOTES CITY OF SAN DIEGO, CALIFORNIA NO. 295160

AS BUILT CONTRACTOR

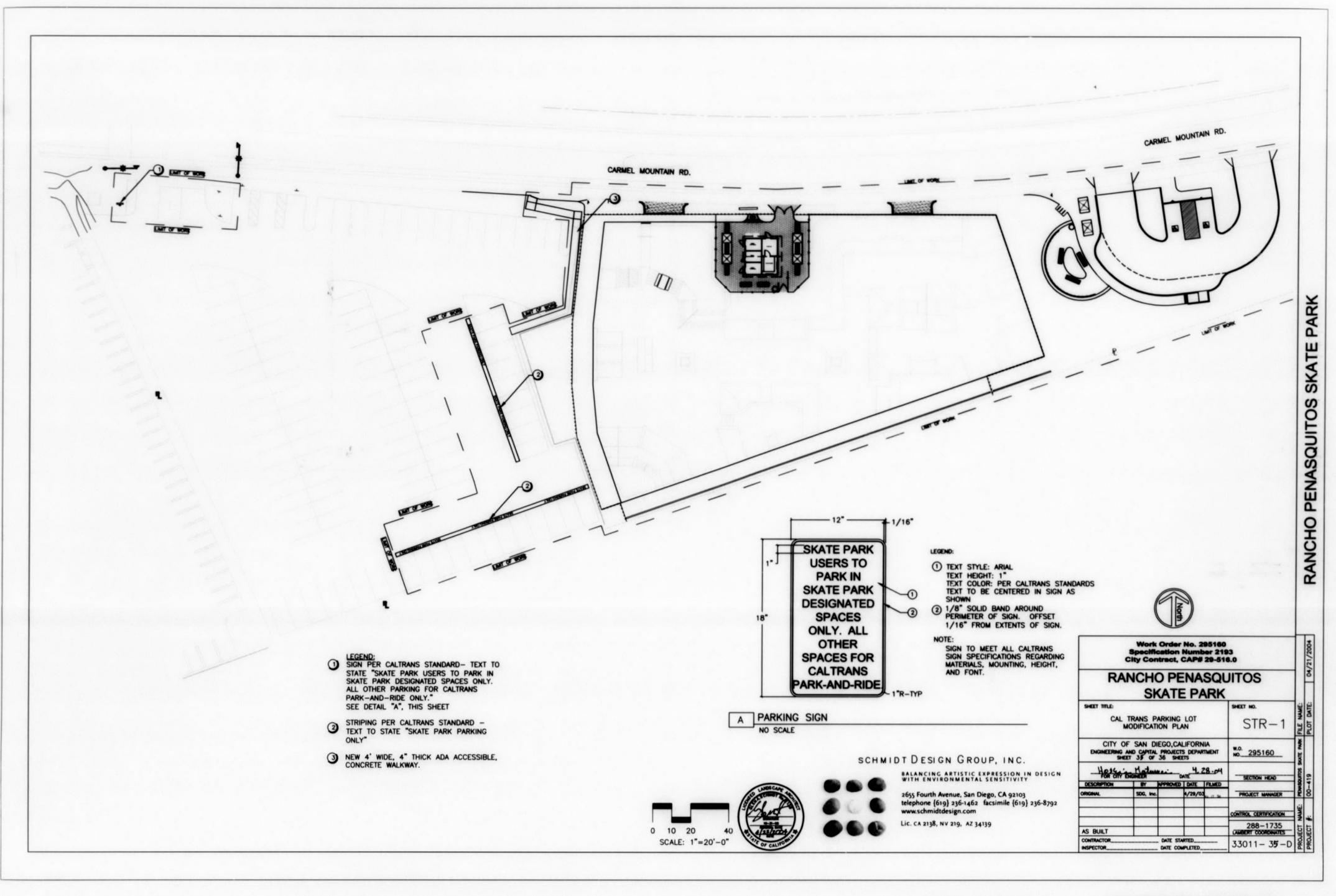
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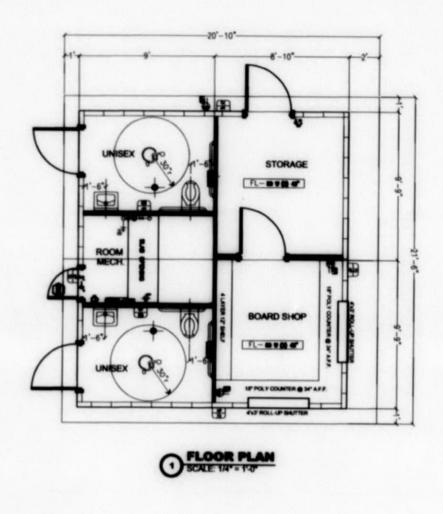
SCHMIDT DESIGN GROUP, INC. BALANCING ARTISTIC EXPRESSION IN DESIGN

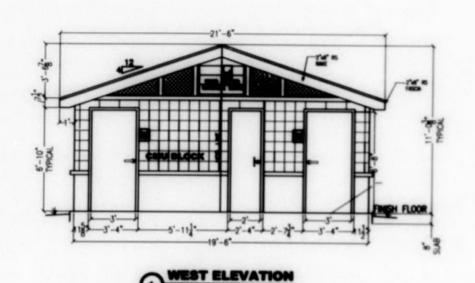
> 2655 Fourth Avenue, San Diego, CA 92103 telephone (619) 236-1462 facsimile (619) 236-8792 www.schmidtdesign.com

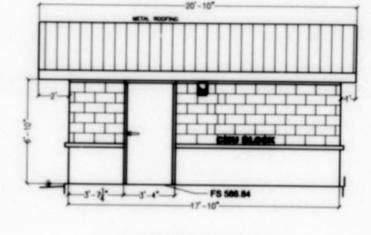
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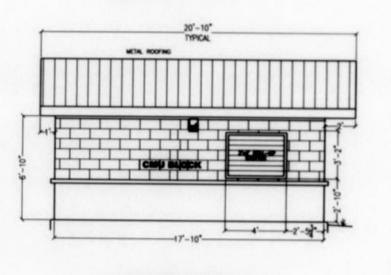
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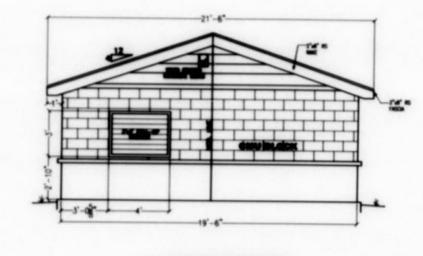




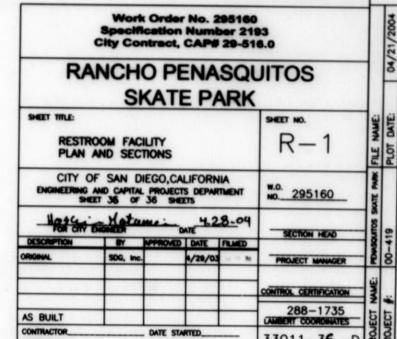




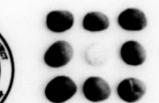


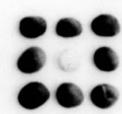






SCHMIDT DESIGN GROUP, INC.





BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY 2655 Fourth Avenue, San Diego, CA 92103 telephone {619} 236-1462 facsimile {619} 236-8792 www.schmidtdesign.com Lic. CA 2138, NV 219, AZ 34139

EXHIBIT C

ACCESS LAW DESIGN COMPLIANCE REVIEW PRELIMINARY REPORT, DATED JULY 5, 2012



ACCESS LAW DESIGN COMPLIANCE REVIEW Preliminary Report

Date: July 5, 2012

To: Sheila Bose, Associate Engineer – Project Manager, Engineering and Capital Projects

Department.

Subject: Rancho Penasquitos Skate Park Upgrades, Preliminary Assessment-July revisions

From: Alejandra Warner, CIP Access Law Compliance Officer, Engineering and Capital

Projects Department, Project Implementation and Technical Support Division

The office has completed the preliminary assessment of the project as referenced above, updated to include the comfort Station Accessibility Survey.

The project proposes to replace the skate wooden ramps at the skate Park. The Park is located on Carmel Mountain Road in the Community of Rancho Penasquitos, Council District 1.



Figure A – Location Map

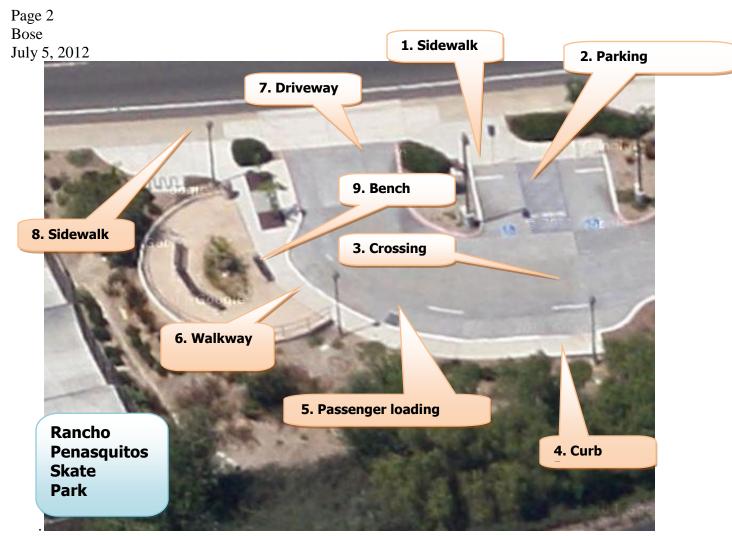


Figure B – Site Map

I. Preliminary Evaluation:

The office has completed the preliminary evaluation and made the following recommendations. Please note that the evaluation is conceptual only and the final design must be provided by the design consultant. The design is still required to be submitted to this office for review prior to permitting, bid and construction. If the scope of work changes during this process, the entire project must be re-scoped and reviewed by this office. It's recommended to coordinate with this office the conceptual design.

Alterations to existing primary function areas (where major activities take place) trigger a "path of travel" requirement, that is, a requirement to make the path of travel from the entrance to the altered area accessible. This means that telephones, restrooms, and drinking fountains serving the altered area must also be accessible (§4.1.6(2)). 28 C.F.R. § 36.401 (2002); Department of Justice (DOJ) Technical Assistance Manual II-6.3100 (5) (1993).

For facilities covered under TITLE II; if a project starts physical construction after March 15, 2012, the project shall use the 2010 ADA Standards.

State - 2010 California Building Code (CBC) Title 24 Disabled Access Regulations Compliance:

Page 3 Bose July 5, 2012

All projects within the City of San Diego's jurisdiction must be submitted to the City's Development Services Department [DSD] for CBC compliance review. Play areas and other park-related projects shall be reviewed by the Access Compliance Officer for compliance with these regulations.

Per 2010 California Building Code Section 1134B.2.1 Exception 1, the 2012 valuation threshold is \$136,060 and will be updated again in January 2013. Alteration projects (cost) exceeding this threshold must be accessible to persons with disabilities to include an accessible route of travel to/from all portions of the building, accessible building entrances, connecting accessible pedestrian walkways and the public way per CBC 1134.B.2.1.

When the total construction cost of alterations, structural repairs, or additions does not exceed the valuation threshold, and the enforcing agency (City Building Official) finds that compliance with this code creates an unreasonable hardship, compliance shall be limited to the actual work of the project. For purposes of this exception, an unreasonable hardship exists where the cost of providing an accessible entrance, path of travel, sanitary facilities, public phones, and drinking fountains, is disproportionate to the cost of the project; that is, where it exceeds 20% of the cost of project without these features. Where the cost of alterations necessary to make these features fully accessible is disproportionate, access shall be provided to the extent that it can be without incurring disproportionate cost.

Alteration and Addition type projects (cost) less than \$136,060 may qualify for an "Unreasonable Hardship" exception. This exception must first be approved by the City's Building Official through a formal review process with DSD. The application form is available online at: http://www.sandiego.gov/development-services/industry/pdf/forms/ds2123.pdf

II. Site assessment path of travel requirements.

Accessibility improvements for path of travel, the following elements, serving the specific area of alteration must be made accessible:

- 1. A path of travel from the site entry point (at the public right-of-way) that is closest to public transportation stops.
- 2. A path of travel from designated accessible parking and loading zone
- 3. Sanitary facilities serving the area.
- 4. Drinking fountains serving the area.
- 5. Signage.
- 6. Parking and loading zone.

¹ The valuation includes all cost of construction, including all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing system and any other permanent equipment. The cost of professional services and permit fees are not included in the valuation of the proposed work.

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Path of travel evaluation

1. A path to the site entry points.

The Skate Park is located east of the intersection of Carmel Mountain Road and Freeport Road, and also east the Park and Ride Parking Lot; since the Park and Ride serves mostly people taking the express bus the closest bus stop is west of the intersection of Carmel Mountain Road and Freemont, the accessible path will be limited to the end of the property. No upgrade item required for this.

2. An accessible path to the accessible parking spaces and loading zone. See figure C.

The accessible parking spaces for the skate park are located just east of the skate park facility, the accessible path is non compliant most of the walkways, sidewalk and curb ramp do not comply because the slopes are not compliant. The existing sidewalk on the frontage of the Skate Park has areas that the cross slope exceeds the 2%. See figure I. The curb ramp at the accessible parking spaces needs detectable warnings. See figure C.

At the loading zones the curb ramp needs DW, the walkway coming from the curb ramp at the loading zone is not accessible, see figure D.

- 3. The Comfort Station has two single toilet rooms and is compliant.
- 4. Drinking Fountain is compliant, but the concrete area in front of the drinking fountain exceeds 2%. See figure G
- 5. Signage, provide directional signage.
- 6. Parking and loading zone.

There are two spaces; the spaces need upgrades to the signage and striping and surface.

The surface crossing area needs resurfacing and restriping. See figure C.

The Passenger loading zone needs resurface- restriping and signage.

III General Requirements:

7. In addition to the path of travel requirement this office recommends;

Leveling the DG area next to the loading zone. There is erosion of the DG surface especially next to the concrete surface, see figure F.

Providing a wheel chair space next to the benches inside the park overlooking the ramps, maybe the one closest to the gate can be moved to provide a 36" clear between the column and the bench. See figure H.

The project shall comply with:

- 1. The new 2010 ADA Standards
- 2. The 2010 CBC
- 3. The current Standard Drawings
- 4. The Park and Rec. Design Guidelines

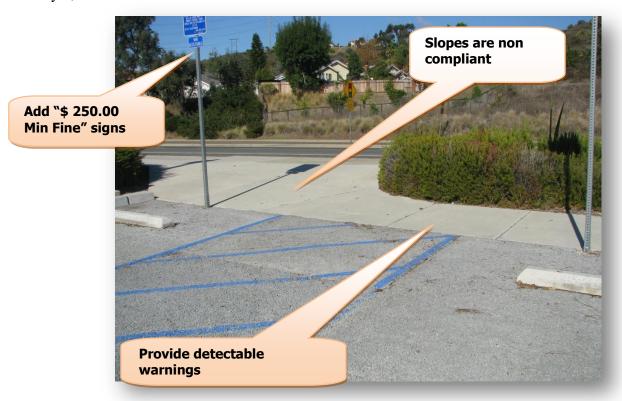


Figure C- Accessible Parking



Figure D- Passenger Loading Zone

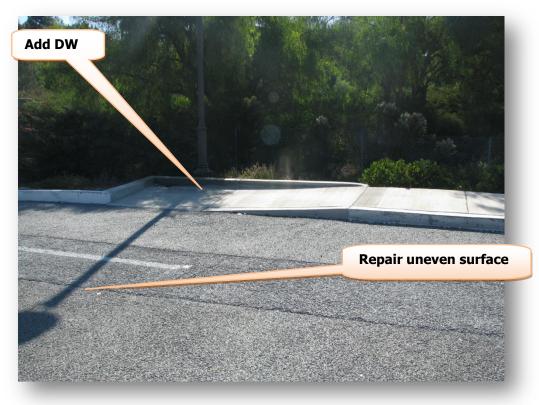


Figure E- Curb ramp next to Loading Zone



Figure F- Existing Bench outside



Figure G- Existing Drinking Fountain



Figure H- Existing Benches



Figure I- Non complicate walks and sidewalk

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. <u>Identification of the Design-Builder (PASS/FAIL)</u>

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

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

2. Addenda to this RFP (PASS/FAIL)

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

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

3. Exceptions to this RFP (PASS/FAIL)

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

4. Executive Summary (5 Points Max)

Include a one-to-two 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. **Project Team (25 Points Max)**

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

- a. General Contractor
- b. State of California Licensed Architect, Landscape Architect or Registered Civil Engineer
- c. Skate Park Design Professional
- d. Subcontractor for poured-in-place concrete or manufacturer/installer or pre-cast skate elements

6. Related Experience (5 Points Max)

Highlight the related experience of the Project Team. Include recent and similar projects that demonstrate an ability to complete the scope of work for this project. Include all project information: Project Owner, Scope of Work, Cost, Date of Completion, Reference Contact, Photos, etc... Address all elements described in Attachment A. 2.0 Scope of Work.

7. <u>Technical Approach and Design Components (35 Points Max)</u>

a. Skate Elements (25 points Max Subtotal)

Provide a schematic plan for proposed skate elements as shown in Exhibit A. Include plan view and cut sections. Specify method of construction including surface treatment. Any pre-fabricated components must have a minimum 15 year warranty.

b. Shade Structures (10 Points Max Subtotal)

Provide a schematic plan for proposed shade structures. See Exhibit A for shade structure locations. Include design concept for each location. Design must maximize provided shade and be appropriate for skate park installation.

Include manufacturer's warranty information and product specifications. Warranty must cover fabric fading, deterioration, mildew and discoloration for 10 years minimum.

8. Technical Approach and Design Concept – Site Access (5 Points Max)

Provide an 11" x 17" plan showing proposed site access related improvements. All access related upgrades as described in Exhibit C shall be addressed. Identify Path of Travel upgrades, parking upgrades, signage and all other access required upgrades. Identify areas of non-compliance and specify proposed alterations.

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

Failure to submit the required EOCP information will result in SOQ or Proposal (as applicable) being determined as non-responsive.

a. Work Force Report

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

b. Subcontractor Documentation

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

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

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

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

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 POINTS		
1	5% - 9% participation SLBE, ELBE, DVBE, or DBE	5		
2	10%-14% participation SLBE, ELBE, DVBE or DBE	10		
3	15%-19% participation SLBE, ELBE, DVBE or DBE	15		
4	20%-24% participation SLBE, ELBE, DVBE or DBE	20		
5	25% participation SLBE, ELBE, DVBE or DBE	25		
In no case the points shall exceed 25.				

Total Points: 100

Proposals that do not contain the aforementioned components may be rejected as **non-responsive**. The Design-Builder's information and Proposal details provided during presentation will be part of the Proposal evaluation.

ATTACHMENT C

CONTRACT FRONT END VOLUME 1

City of San Diego

CONTRACTOR'S NAME:	_
ADDRESS:	
TELEPHONE NO.:	FAX NO.:
CITY CONTACT: Claudia Abarca – C	ontract Specialist, Email: CAbarca@sandiego.gov.
	3-3439, Fax No. (619) 533-3633

SBose/NB/RIR

CONTRACT DOCUMENTS FOR



RANCHO PENASQUITOS SKATE PARK IMPROVEMENTS DESIGN-BUILD CONTRACT

VOLUME 1 OF 2

BID NO.:	K-13-5742-DB1-2	
SAP (WBS/IO/CC NO.):	S-12002	
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.

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING 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.
 - **1.1.1.** The RFP including Design-Build Bridging Documents.

2. EQUAL OPPORTUNITY:

2.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

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

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

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

- 2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.

4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 - 2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.

- 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
- 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
- 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
- 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
- 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
- 8. The Contractor disseminates its EEO Policy to union and community organizations.
- 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
- 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
- 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
- 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for

- all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
- 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
- 16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

3. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

3.1. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

https://pro.prismcompliance.com/default.aspx.

- **3.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- **4. CONTRACT TIME:** The Contract Time for completion of the Work shall be **150 Working Days**.
- 5. **JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- **6. WAGE RATES:** Prevailing wages are not applicable to this contract.

7. INSURANCE REQUIREMENTS:

- **7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **7.2.** 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.

8. PREOUALIFICATION OF CONTRACTORS:

8.1. Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are

Notice Inviting Bids 76 | Page

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

- **8.2.** 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 Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandieg.gov.
- 9. 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.
- 10. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Invitations to Bid 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 Invitations to Bid shall be the sole responsibility of each bidder. The Invitations to Bid creates or imposes no obligation upon the City to enter a contract.
- 11. **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., JOC in the Contract Documents.
- 12. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

13. AWARD PROCESS:

- **13.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **13.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **13.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

Notice Inviting Bids
Attachment C

- 14. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
- 15. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

16. QUESTIONS:

- 16.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the 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 related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- **16.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- **16.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- **16.4.** 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.
- 17. ELIGIBLE BIDDERS: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (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. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and 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 and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- 19. **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.

Notice Inviting Bids
Attachment C
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- 19.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- **19.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- **19.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract 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.
- **19.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

20. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

- 20.1. With the exception of the contracts valued \$5,000 or less, JOC 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.
- 20.2. 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.
- **20.3.** A Bid received without the specified bid security will be rejected as being non-responsive.

21. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **21.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **21.2.** For Design-Build contracts, the award may not be solely based on price. Refer to the RFP for the selection and award details.
- **21.3.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.

Notice Inviting Bids
Attachment C

- **21.4.** 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.
- 21.5. 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.
- 21.6. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- **21.7.** 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.
- **21.8.** 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 Proposal.
- **21.9.** 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 that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

22. BID RESULTS:

- 22.1. 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: http://www.sandiego.gov/bids-contracts/, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).
- **22.2.** 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. Bid results cannot be given over the telephone.

23. THE CONTRACT:

23.1. 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 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **23.2.** If the Bidder takes longer than 14 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.
- **23.3.** 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.
- 23.4. 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 14 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.
- 23.5. 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.
- 24. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid or JOC 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.
- **25. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **25.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

Notice Inviting Bids 81 | Page

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

26. REQUIRED DOCUMENT SCHEDULE:

- **26.1.** The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- **26.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

ITEM	WHEN	WHEN BY WHAT		FORMS ARE DUE WITH:	
TIENT	WIIE.	D1		TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	BID DUE DATE/TIME	ALL BIDDERS	Price Proposal Form		$\sqrt{}$
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		$\sqrt{}$
3.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions		$\sqrt{}$
4.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance		√
5.	BID DUE DATE/TIME	ALL BIDDERS	Form AA05 – Design-Build List of Subcontractors		V
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA15 - Design-Build List of Subcontractors	$\sqrt{}$	

Notice Inviting Bids
Attachment C

ITEM	WHEN	BY	WHAT	FORMS ARE	DUE WITH:
TIEM	WHEN	БТ		TECHNICAL PROPOSAL	PRICE PROPOSAL
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA25 - Design-Build Named Equipment/Material Supplier List		$\sqrt{}$
8.	BID DUE DATE/TIME	ALL BIDDERS	Form AA30 - Design-Build Named Equipment/Material Supplier List	$\sqrt{}$	
9.	WITHIN 3 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.		
10.	WITHIN 3 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available		
11.	WITHIN 3 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE-ELBE Good Faith Documentations		
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.		
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: • Joint Venture Agreement • Joint Venture License		
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement		

ITEM	WHEN	BY	WHAT	FORMS ARE	DUE WITH:
	WILLY	D1		TECHNICAL PROPOSAL	PRICE PROPOSAL
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms – Performance Bonds and Labor and Materialmen's Bond		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements		
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace		
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act		
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance		
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 – Work Force Report		

CONTRACT FORMS AGREEMENT

CONTRACT FORMS AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 19 day of 10 day

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued a Request for Proposals [RFP] for **K-13-5742-DB1-2** pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

- A. <u>Recitals and Exhibits</u>. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All exhibits referenced in this Agreement section are incorporated into the Contract by this reference.
- B. <u>Contract Performance</u>. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. <u>Attachments</u>. All attachments e.g., Reference Standards in the Notice Inviting Bids, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Bid documents by the Contractor are incorporated into the Contract by this reference.

Contract Forms
Attachment C

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

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102(a)(1) authorizing such execution.

THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
By Toug Keinrich	Jan I. Goldsmith, City Attorney By Lelas Le Dana, fr.
Print Name: Tony Heinrichs Director, Department of Public Works	Print Name: Pedro De Cara, Tr. Deputy City Attorney
Date: 6/19/13	Date: 6/20/13
CONTRACTOR	

City of San Diego License No. B2003002063

State Contractor's License No.: 798372

Print Name: Houtin T. Askar Title: President

Date: 05/03/2013

CONTRACT/AGREEMENT ATTACHMENTS

Premium Is For Contract Term And Is Subject To Adjustment Based On Final Contract Price EXECUTED IN TRIPLICATE BOND NO. 1000957117 PREMIUM: \$5,275.00

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:
HTA ENGINEERING & CONSTRUCTION, INC.
DBA: HTA CONSTRUCTION , a corporation, as principal, and
U.S. SPECIALTY INSURANCE COMPANY , a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND 00/100 (\$285,000.00) for the
faithful performance of the annexed contract, and in the sum of TWO HUNDRED EIGHTY FIVE
THOUSAND DOLLARS AND 00/100 (\$285,000.00) for the benefit of laborers and materialmen
designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Rancho Penasquitos Skate Park Improvements Design-Build Contract, Bid Number K-13-5742-DB1-2, 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 Attachment C Rancho Penasquitos Skate Park Improvements Design-Build Contract

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

The Surety shall pabond.	ay reasonable attorney's	fees should	suit be brought to enforce the provisions of this
Da	ated	APRIL 30	, 2 <u>013</u>
Approved as to For	rm and Legality		HTA ENGINEERING & CONSTRUCTION, INC. DBA: HTA CONSTRUCTION
- "11	·		Principal
			By Hati T. Askan
			HATIM T. ASKAR, PRESIDENT
			Printed Name of Person Signing for Principal
Jan I. Goldsmith, C	City Attorney		
By Ledis	le Jara Co		U.S. SPECIALTY INSURANCE COMPANY
Deputy City Attorney			By Marchy. Interval
		MAR	K D. IATAROLA, Attorney-in-fact
Approved:		٠.	601 SOUTH FIGUEROA STREET, SUITE 1600
			Local Address of Surety
Toug L	burah		LOS ANGELES, CA 90017
	y Heinrichs tment of Public Works Premlum Is For Contract T		Local Address (City, State) of Surety
Director, Departme			310/649-0990
			Local Telephone No. of Surety
		ct Term	Premium \$ 5,275.00
And Is Subject To Adjustment Based On Final Contract Price		stment ct Price	Bond No. 1000957117

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

;~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
STATE OF CALIFORNIA		١
County of	SAN DIEGO	}
On 04/30/2013 Date	before me,	GLENDA J. GARDNER, NOTARY PUBLIC Here Insert Name and Title of the Officer ,
personally appeared	MARK D. IA	NATAROLA Name(s) of Signer(s)
GLEND	FICIAL SEAL DA J. GARDNER	who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/ehe/they executed the same in his/her/their authorized capacity(iee), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument.
SAN E	UBLIC-CALIFORNIA 要 M. NO. 2012529 DIEGO COUNTY EXP. MARCH 16, 2017	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
		Witness my hand and official seal.
· Place Notary S	eal Above	Signature Gleda 9. Cardre
	(OPTIONAL
Though the information and could pre	below is not required by event fraudulent removal	law, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Description of Attached		
Title or Type of Document:	PERFORMANCE & PA	YMENT BOND
Document Date: <u>04/30/20</u>	13	Number of Pages: 2
Signer(s) Other Than Nam	ned Above:	
Capacity(ies) Claimed by	/ Signer(s)	
Signer's Name: MARK D. Individual Corporate Officer — Title Partner — Limited Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	e(s): General RIGHTTHUMBPF OF SIGNER Top of thumb he	☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Signer Is Representing: ☐ Individual ☐ RIGHTHUMBPRINT OF SIGNER Top of thumb here
		·









POWER OF ATTORNEY

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

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

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

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

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals







Daniel P. Aguilar, Vice President

State of California

County of Los Angeles

On-10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Signature

V.W45

(Seal)

V. WRIGHT
Commission # 1898319
Notary Public - California
Los Angeles County
My Comm. Expires Dec 8, 2018

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 30TH day of APRIL , 2013

Corporate Seals

1000957117

Bond No. 4013







Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

BEVERLEY J. CROSS, NOTARY PUBLIC Here Insert Name and Title of the Officer HATIM T. ASKAR Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(s) acted, executed the instrument.
HATIM T. ASKAR Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(a) whose name(a) is/are subscribed to the within instrument and acknowledged to me that he/she/they
HATIM T. ASKAR Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(a) whose name(a) is/are subscribed to the within instrument and acknowledged to me that he/she/they
who proved to me on the basis of satisfactory evidence to be the person(**) whose name(**) is/are subscribed to the within instrument and acknowledged to the rigad conscit/(les)
who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they
who proved to me on the basis of satisfactory evidence to be the person(a) whose name(a) is/are subscribed to the within instrument and acknowledged to me that he/she/they
who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(lee), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(s)
acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Witness my hand and official seal.
Signature Signature of Volary Public
OPTIONAL DEGENERACIONAL DEGENERACIONAL DE CONTRACTOR DE CO
d by law, it may prove valuable to persons relying on the document oval and reattachment of this form to another document.
•
E AND PAYMENT BOND
Number of Pages:2
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Rancho Penasquitos Skate Park Improvements Design-Build Contract

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

HTA ENGINEER ING & CONSTRUCTION, PARCI
(Name under which business is conducted)

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

Signed Hatin T. Askar

Printed Name Hatin T. Askar

Title President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Rancho Penasquitos Skate Park Improvements Design-Build Contract

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

ENGINDENING & CONSTRUCTION, BOW (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.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE

PROJECT TITLE: Rancho Penasquitos Skate Park Improvements Design-Build Contract

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

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

Dated this <u>03</u> Day	of May, 2013.
	Signed Hati-T- Askan
	Printed Name Alatin T. ASKAr
	Title President

AFFIDAVIT OF DISPOSAL

WHEREAS, on the DAY OF,, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:
Rancho Penasquitos Skate Park Improvements Design-Build Contract
(Name of Project)
as particularly described in said contract and identified as Bid No. <u>K-13-5742-DB1-2</u> ; SAP No. (WBS/IO/CC); <u>S-12002</u> and WHEREAS , the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS , said contract has been completed and all surplus materials disposed of:
NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)
and that they have been disposed of according to all applicable laws and regulations.
Dated this,
Contractor
by
ATTEST:
State of
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
Affidavit of Disposal 94 Page

Affidavit of Disposal Attachment C Rancho Penasquitos Skate Park Improvements Design-Build Contract

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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

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

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Contractor shall perform, with its own organization, Contract work amounting to at least 50% percent of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted from the basis of determining the Apparent Low Bidder as specified.
 - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

2-9.2 Survey Services.

DELETE in its entirety and REPLACE with the following:

The Design-Builder shall be responsible for all surveying services as may be specified in these special provisions. The payment for survey services shall be included in the various Bid items unless a Bid item for Survey Service has been provided.

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SECTION 4 - CONTROL OF MATERIALS

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

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

Certified Special Inspection of Concrete, if required.

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

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

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Proposal due date** and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

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7-3.1 Policies and Procedures.

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
- 4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- 1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- 3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.

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

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.

- 1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2. All costs of defense must be outside the limits of the policy.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

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- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

- 7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- **7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead,

profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

- **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.
- **T-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).

- 1. 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.
- 2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- 3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.
- **WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

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

7-4.1.1 Waiver of Subrogation.

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

7-8.6 Water Pollution Control. ADD the following:

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

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.

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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.

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

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

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9- MEASUREMENT AND PAYMENT

- **9-3.2.5 Withholding of Payment.** To item i), DELETE in its entirety and SUBSTITUTE with the following:
 - Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

SSP Appendices Attachment C

APPENDIX A

NOTICE OF EXEMPTION

	NOTICE OF EXEM	PTIO	N
(Check one or both) TO: X RECORDER/COUNTY CLER P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM SAN DIEGO, CA 92101-24 OFFICE OF PLANNING AND 1400 TENTH STREET, ROC	4 260 422 PRESEARCH	ROM:	CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101
SACRAMENTO, CA 95814	,		
PROJECT No.: S-12002.02.06	PROJECT TITLE: RANCHO PEN.	ASQUII	OS SKATE PARK
PROJECT LOCATION-SPECIFIC: 10111 Carmo	el Mountain Road, within the R	ancho	Penasquitos Community Planning Area.
PROJECT LOCATION-CITY/COUNTY: San Die	ego/San Diego		
existing wooden skateboard ramps and struc	ctures and the installation of sha	ide stri	alt in the replacement and upgrade of previously actures. Additionally, the project would includ go, Engineering and Capital Projects Departme
NAME OF PUBLIC AGENCY APPROVING PROJ	ECT: City of San Diego		
NAME OF PERSON OR AGENCY CARRYING OF		n Diego	1 Projects Department b, CA 92101
EXEMPT STATUS: (CHECK ONE) () MINISTERIAL (SEC. 21080(b)(1); () DECLARED EMERGENCY (SEC. 21 () EMERGENCY PROJECT (SEC. 2108 (X) CATEGORICAL EXEMPTION: 15301 () STATUTORY EXEMPTIONS:	.080(b)(3); 15269(a)); 30(b)(4); 15269(b)(c))	3- New	Construction or conversion of small structures
since the project is located within an ex Furthermore the project meets the criter maintenance, or minor alteration of exis	isting park facility the action ria set forth in CEQA Section sting public or private structu	n wou n 153(ures, f	rironmental Review which determined that ld not result in impacts to any resources. It which allows for the operation, repair, acilities, and 15303 which allows for new sted in CEQA Section 15300.2 would not
LEAD AGENCY CONTACT PERSON: Martha F	Blake	Ti	elephone: (619) 446-5375
IF FILED BY APPLICANT: 1. ATTACH CERTIFIED DOCUMENT OF 2. HAS A NOTICE OF EXEMPTION BEEN () YES () NO		APPRO	OVING THE PROJECT?
It is hereby certified that the City of S. Whave The Sen 18 Signature/Title	AN DIEGO HAS DETERMINED TH	E ABOV	VE ACTIVITY TO BE EXEMPT FROM CEQA APRIL 20, 2012 DATE
CHECK ONE: (X) SIGNED BY LEAD AGENCY () SIGNED BY APPLICANT	DATE RECE	IVED FO	OR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. PURPOSE

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

2. <u>AUTHORITY</u>

- 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. <u>DEFINITIONS</u>

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
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FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 - 1. Temporary irrigation purposes not to exceed one year.

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 70F 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
To 1	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) Vehicle Mounted Meters: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT	PAGE 8OF 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	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:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER DI 55 27	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 9OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	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. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 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 DI 55.27	DEPARTMENT Water Department
DEPARTMENT INSTRUCTIONS SUBJECT	DI 55.27	EFFECTIVE DATE
TIPE INVENTANT METER PROCESS	PAGE 100F 10	October 15, 2002
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 13, 2002
,	SUPERSEDES	DATED
	DI 55.27	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

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

APPENDIX

Administering Division:

Customer Support Division

Subject Index:

Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

Distribution:

DI Manual Holders

City of San Diego Application F	or Fire	(EXHIBIT A)	For Office Use Only
WATER Ludrent Mate	OI I II C		
Hydrant Mete	er _.		Dale Sales Property Control of the C
Department METER SHOP Caminito Chollas • San Diego, California 92105-5097 FAX	619 527 7449		te: Requested Install Date:
Meter Information FAX	619 527 312	5	
Fire Hydrant Location: (Attach detailed map,	Thomas Bros. m	ap location or cons	struction drawing.)
	9 ×		
Specific Use of Water:			
Any return to Sewer or Storm Drain, if so, ex	plain:	ν'	
	•	in the second se	
Estimated Duration of Meter Use:	1		Check Box if Reclaimed Water
Company Information			Oncor Box ii Nobielined Water
Company Name:			
Mailing Address			
City:	State:	Zin Codo:	Phone: ()
*Business License #:	State.	Zip Code: *Contractor Licens	
"A copy of the Contractor's License and/or Busine		160175-1000-101	
	ss License is require	ed at the time of meter	
Name and Title of Agent:			Phone: ()
Site Contact Name and Title:	stirijusijes .	44 JAN	Phone: (
Pager#:		等語"這個學樣	- Cell : ()
Responsible Party Name:	5		Title:
Social Security or Cal ID #:			Phone: ()
-	1)· *1		Date
Signature: Guarantees payment of all charges resulting from the use of the	ois mates. Incume that as	minutes of this amanization	Date:
Fire Hydrant Meter Re	moval Re	equest	•
Check Box to Request Removal of	Ahove Meter	Requested	Removal Date:
Provide current Meter location if different fr			
Signature:		Title:	Date:
olghature.	x 6	Thue.	
Phone: ()	A.V.	Pager: ()	
		- 11 0-1-	9
City Meter Private Meter		ce Use Only	
	利利 增强的	三位 法基础	
CIS Account #:	A SECOND	eposit Amount: \$	Fees Amount 1.5
Meter Serial #:			Meter Make & Style:
Backflow #:	B	ackflow Size:	Meter Make & Style:
Name:	S	ignature:	Date:

\$1,108.45 - FOR 24 HR INSTALLATION \$1,052.26 - FOR 48 HR INSTALLATION FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

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

"Exhibit C"

Date	
2	
Name of Responsible Party	
Company Name and address Account Number:	
Account Number.	•
Subject: Discontinuation of Fire Hydrant Meter Service	
Dear Water Department Customer:	
The authorization for use of Fire Hydrant Meter #	, located at (Meter location address)
ends in 60 days and will be removed on or after (Date authoriza	
additional 90 days must be submitted in writing for consideration	
you require an extension, please refer to the Water Departments further information and procedure.	, Department Instruction (D.I.) 55.27 for
Totales information and proceeds.	
Mail your request for an extension to:	
City of San Diego, Water Department Attn: Meter Services	
2797 Caminito Chollas	
San Diego, Ca. 92105-5097	
Should you have any questions regarding this matter, please call	the Fire Hydrant "Hot Line" at: (xxx) xxx-
XXXX.	
Sincerely,	
City of San Diego Water Department	

City of San Diego	Fire Hydra	nt Meter	(EXHIBIT D)	NS Req:	For Office Use Only FHM Fac #:	· for the
Department	Relocate/R		Request	Date	i By	
Date:		to (xxx)	on: Complete pertine xxx-xxxx, mail, or han tnet/Meter Shop at: 2	d-deliver to the 707 Caminito	e City of San Diego, Chollas	
Meter Inforn	nation		<u> </u>	San Diego	o, CA 92105	
Billing Account #:			Requested Mor	/e Date:		
Current Fire Hydra	ant Meter Location:					
			•			
New Meter Location	on: (Attach a detailed n	nap, Thomas Bro	os map location or co	nstruction drav	ving.)	
				•		
Company In	formation					
Company Name:	io madon					
Mailing Address						
City:		State:	Zip Code:	Phone: ()	
Name and Title of	Requestor:	L		Phone: ()	
Site Contact Name	e and Title	arkita da espi		Phone: (
Pager #:			1. 1. (6.99)	Cell : ()	
Responsible Party	/ Name authorizing relo	cation fee:				
Signature:		Title:			Date:	
rıre Hyarı —	ant Meter Re	emoval H	lequest			
	o Request Removal o		Requested	Removal Date:		
rrovide current ivi	eter location if different	rom above:				
Signature:	,		Title:		Date:	
Phone: ()	· · · · · · · · · · · · · · · · · · ·		Pager: ()		<u> </u>	
		For O	ffice Use Only		-	
CIS Account #:	TO I STATE OF THE		Fees Amount: \$		75 (6 p. 14 (6) 1 7 9 (6)	

Size:

Size:

Signature:

Make/Style

Make/Style

FHM Relocate_Removal Form

CIS Account #: Meter Serial #:

Backflow #:

Name:

FHM App Created: 11/2/00-htp

Date:

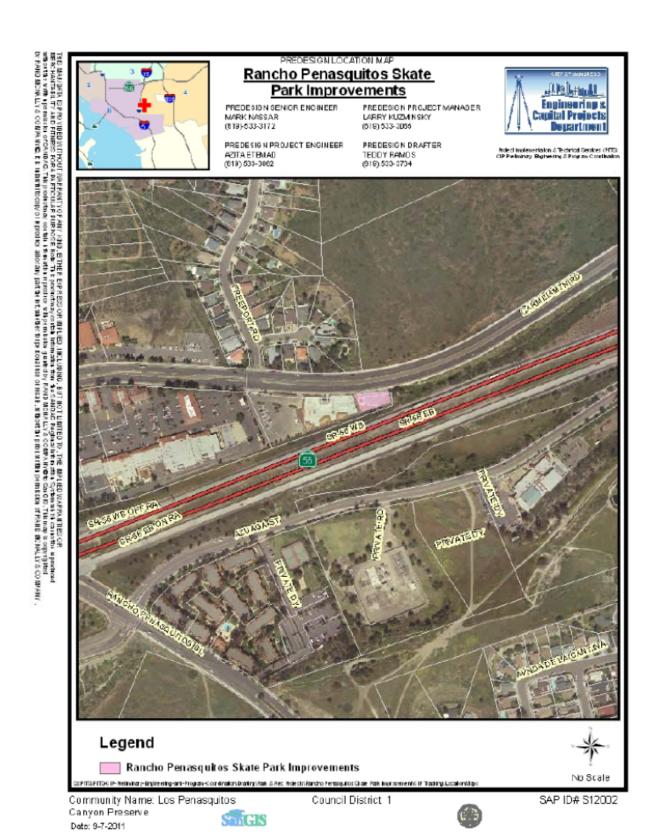
APPENDIX C

SAMPLE CITY INVOICE

City of	San Diego, Field Engineering Div.	., 9485 Aero	Drive,	SD CA 92123		Contracto	or's Name:	1			
Project	Name:					Contracto	or's Addre	ss:			
SAP No	o. (WBS/IO/CC)										
	rchase Order No.					Contracto	or's Phone	#:		Invoice No.	
	nt Engineer (RE):					Contracto	or's Fax #:			Invoice Date:	
RE Pho		RE Fax#:				Contact N	Jamas		Billing P	aniad.	
KE FIIO	one#:	KE Fax#;	Contro	ct Authorizat	ion		Estimate	This F	stimate	Totals t	o Doto
Item #	Item Description	Unit	Qty	Price	Extension		Amount			% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00		/0/Q11	Amount	70 / Q11	Amount	70 / Q11	Amount
	48" Primary Steel Casing	LF	500	\$1,000.00							
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
	21 maner 12 secondary secon		1,120	423.00	ψ32,300.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00							
8	10" Gravity Sewer	LF	10								
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS		\$16,000.00	\$16,000.00						
	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
12	CHANGE ORDERS	Lis	1	\$1,400.00	\$1,400.00						
Change	Order 1	4,890									
Items 1		4,890			\$11,250.00						
	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	Order 2	160,480	120	-\$35.00	(\$0,500.00)						
Items 1		100,400			\$95,000.00						
	Deduct Bid Item 1	LF	380	-\$340.00							
	Encrease bid Item 9	LF	8		\$78,400.00						
	Order 3 (Close Out)	-121,500		4,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4.0,1.000						
	Deduct Bid Item 3)= 1	53	-500.00	(\$26,500.00)						
	Deduct Bid Item 4	LS	-1	45,000.00							
Items 3	-9		1	-50,500.00	(\$50,500.00)						
			_					Total			
\$	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Orig	ginal Contract Amount						Ret	ention and	d/or Escr	ow Payment Sche	dule
B. App	roved Change Order 1 Thru 3									this billing	
	l Authorized Amount (A+B)									PO or in Escrow	
	al Billed to Date									Transfer in Escrow	
	Total Retention (5% of D)									rom PO/Escrow:	
	Total Previous Payments						in to Ke	10450 10 00	,	om i O/Lsciow.	
	nent Due Less Retention	 				Contracto	or Signatu	re and Dat	te:		
	naining Authorized Amount	 				- oner acti	J. Digitatu		1		
11. IXCII	anning Authorized Amount					l	l	1	1	<u> </u>	

APPENDIX D

LOCATION MAP



Appendix D – Location Map Attachment C Rancho Penasquitos Skate Park Improvements Design-Build Contract

ATTACHMENT D

CONTRACT FRONT END VOLUME 2

City of San Diego

CONTRACTOR'S NAME:		
ADDRESS:		
TELEPHONE NO.:	FAX NO.:	
CITY CONTACT: Claudia Abarca	- Contract Specialist, Email: CAbarca@sandiego.gov.	
Phone No. (619)	533-3439, Fax No. (619) 533-3633	

SBose/NB/RIR

CONTRACT DOCUMENTS

FOR



RANCHO PENASQUITOS SKATE PARK IMPROVEMENTS DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

BID NO.:	K-13-5742-DB1-2
SAP (WBS/IO/CC NO.):	S-12002
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 BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting 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		
(2) Signature (Given and surname) of proprietor		
(3) Place of Business (Street & Number)		
(4) City and State		Zip Code
(5) Telephone No.	Facsimile No	

Proposal 128 | Page

IF A PARTNERSHIP, SIGN HERE:

(1)	Name under which business is conducted	
(2)	Name of each member of partnership, indicate of (limited):	character of each partner, general or special
(3)	Signature (Note: Signature must be made by a ge	eneral partner)
	Full Name and Character of partner	
(4)	Place of Business (Street & Number)	
(5)	City and State	Zip Code
(6)	Telephone No	Facsimile No.
IF A C	ORPORATION, SIGN HERE:	
(1)	Name under which business is conducted	
(2)	Signature, with official title of officer authorized	to sign for the corporation:
	(Signature)	
	(Printed Name)	
	(Title of Officer)	(Impress Corporate Seal Here)
(3)	Incorporated under the laws of the State of	
(4)	Place of Business (Street & Number)	
(5)	City and State	Zip Code
	Telephone No.	

Proposal

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In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

Proposal 130 | Page

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the represent Contractor's license number, classification and expiration of		y State
Signature	Title	
SUBSCRIBED AND SWORN TO BEFORE ME, THIS _	DAY OF	,2
Notary Public in and for the County of	, State of	
(NOTARIAL SEAL)		

Proposal 131 | Page

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

State of California)	00			
County of)	SS.			
			, being fi	rst duly sworn,	deposes and
says that he or she is			of the p	arty making th	e foregoing
bid that the bid is not m company, association, or			•	•	
that the bidder has not d	irectly or indirect	ly induced or so	olicited any other	r bidder to put i	in a false or
sham bid, and has not di	rectly or indirectly	y colluded, cons	spired, connived	, or agreed with	any bidder
or anyone else to put in	a sham bid, or tha	t anyone shall r	efrain from bidd	ling; that the bid	der has not
in any manner, directly	or indirectly, so	ought by agreen	ment, communic	cation, or confe	erence with
anyone to fix the bid pr	ice of the bidder	or any other bio	lder, or to fix a	ny overhead, pr	ofit, or cost
element of the bid price,	or of that of any	other bidder, or	to secure any a	dvantage agains	st the public
body awarding the cor	ntract of anyone	interested in the	he proposed co	ntract; that all	statements
contained in the bid are	true; and further,	that the bidder h	nas not, directly	or indirectly, su	ıbmitted his
or her bid price or any	breakdown thereo	f, or the conten	ts thereof, or di	vulged informa	tion or data
relative thereto, or paid			-		
association, organization	, bid depository, o	or to any memb	er or agent there	of to effectuate	a collusive
or sham bid.					
;	Signed:				
,	Title:				
	Subscribed and swo	orn to before me	this	day of	,20
		N	otary Public		
			•		
		(SE	AL)		

Non-collusion Affidavit 132 | Page

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.

	subject of	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.						
	subject of that Bidde A descrip	The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:						
DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN			
Contractor	Name:							
Certified B		Name		Title				
		- tunic		Date				
		Signature						

USE ADDITIONAL FORMS AS NECESSARY

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 INFORMA	ATION	
Company Name:			Contact Name:	
Company Address	S:		Contact Phone:	
			Contact Email:	
		CONTRACT INFORMA	ATION	
Contract Title:			Sta	art Date:
Contract Number	r (if no number, state loca	tion):	En	nd Date:
	SUMMAR	OF EQUAL BENEFITS ORDII	VANCE REQUIREMENTS	
 equal benefits as of a Contractor shear a Benefits in travel/reloc Any benefit Contractor shear a periods. Contractor shear a Contractor shear a Contra	defined in SDMC §22.4302 all offer equal benefits to en clude health, dental, vision ation expenses; employee at not offer an employee with all post notice of firm's equal allow City access to reco	or the duration of the contract. To comployees with spouses and employed insurance; pension/401(k) plans, ssistance programs; credit union management as spouse, is not required to be offer I benefits policy in the workplace and	ees with domestic partners. bereavement, family, parental learnembership; or any other benefit. red to an employee with a domestic partners and notify employees at time of hire and	ve; discounts, child care; partner. nd during open enrollment
		,	enting the EBO are available at www.san	
	CONTRAC	TOR EQUAL BENEFITS ORDI	NANCE CERTIFICATION	
Please indicate yo	ur firm's compliance status	vith the EBO. The City may reques	t supporting documentation.	
	I affirm compliance with t	ne EBO because my firm (contracto	or must <u>select one</u> reason):	
	☐ Provides no bene☐ Has no employee			en renewed or expired.
	reasonable effort but is no of a cash equivalent for be	able to provide equal benefits upo	n equivalent in lieu of equal benefits and contract award. I agree to notify endomestic partners and to continue to	nployees of the availability
		ubmit any false information to the Cration of any contract. [San Diego I	City regarding equal benefits or cash Municipal Code §22.4307(a)]	equivalent associated with
understands the re		enefits Ordinance and will provide	ve information is true and correct. I and maintain equal benefits for the	
N	Name/Title of Signatory	-	Signature	Date
		FOR OFFICIAL CITY US	SE ONLY	
Receipt Date:	EBO Analyst:	□ Approved	□ Not Approved – Reason:	

rev 02/15/2011

Design-Build Proposal

- 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 RANCHO PENASQUITOS SKATE PARK IMPROVEMENTS DESIGN-BUILD CONTRACT
- 2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
- 3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
- 4. The Design-Builder has 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:		 	
Design-Builder:		 	
-			
By:			
	(Signature)		
Title:			

Price Proposal Forms Attachment D

PRICE PROPOSAL FORMS

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

Item No.	NAICS CODE*	Description	Quantity	D**	Unit	Unit Price	Amount		
110.	CODE.								
1	237990	Bonds (Payment and Performance)	1		LS		\$		
2	541330	Engineering and Design Services for accessibility upgrades, skate elements and shade structures.	1	D	LS		\$		
3	237310	Field Construction of accessibility upgrades including: parking/loading, path of travel, signage and access to site amenities			LS		\$		
4	237990	Field Construction of Skate Elements			LS		\$		
5	238120	Field Construction of shade structures			LS		\$		
6	541330	Storm Water Pollution Prevention Program - Design		D	LS		\$		
7	237990	Storm Water Pollution Prevention Program - Implementation			LS		\$		
8	238990	Disposal of Class I Regulated Waste Material	1		LS		\$		
9	237990	City Contingency-Type II Allowance	1		AL		\$25,000.00		
TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 9 INCLUSIVE)									

* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 9, inclusive) amount written in words:

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

The Design-Builder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Design-Builder: Title: Signature: The names of all persons interested in the foregoing proposal as principals are as follows:

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

NOTES:

- A. The Contract Price to be used in the selection process will be determined as described in Section 5.6 of the RFP.
- 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.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP	
Name:							
Address:							
City: State:							
Zip: Phone:							
Name:							
Address:							
City: State:							
Zip: Phone:							
Name:							
Address:							
City: State:							
Zip: Phone:							
① As appropriate, Design-Builder shall identify	Subcontractor as one of the	he following and shall i	nclude a valid proof of co	ertification (except for OBI	E, SLBE and ELB	E):	
Certified Minority Business Enterprise	N	ИВЕ Cert	ified Woman Business E	nterprise		WBE	
Certified Disadvantaged Business Enterpris	е Г		ified Disabled Veteran B]	OVBE	
Other Business Enterprise			Certified Emerging Local Business Enterprise			ELBE	
Certified Small Local Business Enterprise			Small Disadvantaged Business			SDB	
Woman-Owned Small Business			HUBZone Business			BZone	
Service-Disabled Veteran Owned Small Bu	siness S	DVOSB					
② As appropriate, Design-Builder shall indicate	if Subcontractor is certifi	ed by:					
City of San Diego			State of California Department of Transportation			CALTRANS	
California Public Utilities Commission			San Diego Regional Minority Supplier Diversity Council			SRMSDC	
State of California's Department of General			City of Los Angeles			LA	
State of California	C	CA U.S.	Small Business Adminis	tration		SBA	

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

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS

TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

Rancho Penasquitos Skate Park Improvements Design-Build Contract

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.

CONSTRUCTOR TYPE OF WORK

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name:						
Address:						
City: State:						
Zip: Phone:						
Name:						
Address:						
City: State:						
Zip: Phone:						
Name:						
Address:						
City: State:						
Zip: Phone:						
As appropriate, Design-Builder shall identify S	ubcontractor as one of the	he following and shall in	nclude a valid proof of co	ertification (except for OF	BE, SLBE and ELB	BE):
Certified Minority Business Enterprise	N	MBE Certi	fied Woman Business E	nterprise		WBE
Certified Disadvantaged Business Enterprise			fied Disabled Veteran B			DVBE
Other Business Enterprise			fied Emerging Local Bu			ELBE
Certified Small Local Business Enterprise			l Disadvantaged Busines	SS	***	SDB
Woman-Owned Small Business Service-Disabled Veteran Owned Small Bus		VoSB HUB DVOSB	Zone Business		HU	BZone
② As appropriate, Design-Builder shall indicate if						
City of San Diego		-	of California Departmen	nt of Transportation	CALT	RANS
California Public Utilities Commission				Supplier Diversity Coun		MSDC
State of California's Department of General	Services C		of Los Angeles			LA

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

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

CA

Form Number: AA15

State of California

Attachment D

Rancho Penasquitos Skate Park Improvements Design-Build Contract

NAME ADDDESS AND TELEDHONE

SBA

CHECK IE

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

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

NAME	, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED®
Name:							
	s:						
City:	State:						
Zip:	Phone:						
	s:						
	State:						
Zip:	Phone:						
Name:							
	s:						
City:	State:						
Zip:	Phone:						
1	As appropriate, Design-Builder shall identify	Vendor/Supplier as one of t	he following and shall	nclude a valid p	roof of certification (excep	pt for OBE, SLBE and ELB	BE):
	Certified Minority Business Enterprise	MB		ed Woman Busii		W	BE .
	Certified Disadvantaged Business Enterpri			Certified Disabled Veteran Business Enterprise			BE
	Other Business Enterprise		OBE Certified Emerging Local Business Enterprise SLBE Small Disadvantaged Business			.BE	
Certified Small Local Business Enterprise Woman-Owned Small Business		SLI Wo		Disadvantaged E one Business	susiness	S HUBZ	DB
	Service-Disabled Veteran Owned Small B		VOSB	one Business		ПОВ	one
2	As appropriate, Design-Builder shall indicate	e if Vendor/Supplier is certifi	ed by:				
	City of San Diego	CIT	Y State of	f California Dep	artment of Transportation	CALTRA	NS
	California Public Utilities Commission	CPI	UC San Diego Regional Min		inority Supplier Diversity		
	State of California's Department of Genera			Los Angeles			LA
	State of California	CA		mall Business A		S	BA

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

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

Form Number: AA25

Attachment D

Rancho Penasquitos Skate Park Improvements 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. If no indication provided, listed firm will be credited at 60% 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, 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.

PERCENT VALUE SUPPLIER MANUFACTURER MRE. WRE. DRE. DVRE.

San Diego Regional Minority Supplier Diversity Council

*	F VENDOR/SUPPLIER	SUPPLIES	OF MATERIAL OR SUPPLIES	(Yes/No)	(Yes/No)	OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	CERTIFIED@
Name:							
Address:							
City:	State:						
Zip:	Phone:						
City:	State:						
Zip:	Phone:						
Name:	_						
City:	-						
Zip:	Phone:						
① As appropri	iate, Design-Builder shall identi	fy Vendor/Supplier as one of	the following and sha	all include a valid p	roof of certification (exc	ept for OBE, SLBE and ELBE	E):
	Certified Minority Business Enterprise		MBE Certified Woman Business Enterprise			WBE	
	Certified Disadvantaged Business Enterprise				eran Business Enterprise		
	Other Business Enterprise				cal Business Enterprise	ELBE SDB	
	Certified Small Local Business Enterprise Woman-Owned Small Business			all Disadvantaged E BZone Business	Business	HUBZone	
	Disabled Veteran Owned Small				HCBZO	iic	
② As appropri	iate, Design-Builder shall indica	te if Vendor/Supplier is certi	fied by:				
	San Diego			e of California Dep	partment of Transportation	on CALTRAN	NS

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

CPUC

CA

CADoGS

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

MATERIALS OR

Form Number: AA30

Attachment D

Rancho Penasquitos Skate Park Improvements Design-Build Contract

State of California's Department of General Services

California Public Utilities Commission

State of California

NAME. ADDRESS AND TELEPHONE

SRMSDC

LA

SBA

WHERE

City of San Diego

CITY CONTACT: Claudia Abarca- Contract Specialist, Email: CAbarca@sandiego.gov. Phone No. (619) 533-3439, Fax No. (619) 533-3633

ADDENDUM "1"

REQUEST FOR PROPOSAL (RFP)



FOR

RANCHO PENASQUITOS SKATE PARK IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.:	K-13-5742-DB1-2
SAP (WBS/IO/CC NO.):	S-12002
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB

PROPOSAL DUE:

12:00 NOON
MARCH 5, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Build ers are rem inded that all previou s requirements to this solicitation remain in full force and effect.

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To the RFP, Section 10.8 - Use of Computer Aided Drafting and Design (CADD), page 12, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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. Referror to City's CADD Standards for detailed requirements at:

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

2. To Attachm ent A - Project Descri ption, Scope Of Work, Technical Specifications, and Bridging Docum ents, item 3 – Design and Construction Requirements, sub item 3, page 16, **ADD** the following:

Permits fees are to be paid by the Contractor and reim bursed by the City without markup from the City Contingency allowance bid item.

3. To Attachm ent A - Project Descri ption, Scope Of Work, Technical Specifications, and Bridging Docum ents, item 4 – Reference Standards, page 17, **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. Reference Standards:

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012 PITS0	70112-01

Title	Edition	Document Number		
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012 PITS	70112-02		
City of San Diego Standard Drawings*	2012	PITS070112-03		
Caltrans Standard Specifications	2010	PITS070112-04		
Caltrans Standard Plans	2010	PITS070112-05		
California MUTCD	2012	PITS070112-06		
City Standard Drawings - Standard Drawings Approved For Use *	Varies Vari	es		
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023		
The City of San Diego Consultant's Guide to Park Design and Development*	2011 NA			
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml				

Rancho Penasquitos Skatepark "As Built" drawings 33011-1-D through 33011-36-D.

- 4. To Attachment C- Contract Front End Volume 1, Notice Inviting B ids, item 8 Prequalification of Contractors, subsection 8.1, page 76, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 8.1 Contractors submitting Bid or Proposal must be pre-qualified for the total am ount proposed, inclusive of all alternate items or specified Task Order limits prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed non-responsive and ineligible for award or a T ask Order authorization. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/cip/bidopps/prequalification.shtml

5. To Attachment C- Contract Front End Volume 1, Supplem entary Special Provisions (SSP), page 102, **ADD** the following:

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

Contractor shall obtain approvals and pa y for all permits required by the City of San Diego, Development Services Department (DSD) for shade structures, skate elements and required access ibility improvements. Contractor shall provide engineering calculations stam ped/signed by a California Registered Engineer as required.

Fees paid by the Contractor will be reimbursed by the City with no m arkup. Reimbursement will be paid from City Contingency.

Contractor shall be required to request inspections from DSD for work permitted by DSD.

Tony Heinrichs, Director Public Works Department

Dated: February 21, 2013

San Diego, California

TH/nb/ca/rir

City of San Diego

CITY CONTACT: Claudia Abarca — Contract Specialist, Email: CAbarca@sandiego.gov. Phone No. (619) 533-3439, Fax No. (619) 533-3633

ADDENDUM "2"

REQUEST FOR PROPOSAL (RFP)



FOR

RANCHO PENASQUITOS SKATE PARK IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.:	K-13-5742-DB1-2
SAP (WBS/IO/CC NO.):	S-12002
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB

PROPOSAL DUE:

12:00 NOON
MARCH 14, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ABOVE.**

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To the RFP, Section 8 – Selection and Award Schedule, page 10, **DELETE** in its entirety and **SUBSTITUTE** with the following:

8.1. Pre-Proposal Meeting	February 13, 2013
8.2. Proposal Due Date	March 14, 2013
8.3. Reserved	NOT USED
8.4. Public Ranking Meeting	April 2, 2013
8.5. Selection and Notification	April 19, 2013
8.6. Receipt of Bonds and Insurance Certificates	May 2, 2013
8.7. Design Notice to Proceed	July 1, 2013

2. To the RFP, Attachment B, Proposal Submittal Requirements and Selection Criteria, page 68, Item 7, Technical Approach and Design Components (35 Points Max), **DELETE** in its entirety and **SUBSTITUTE** with the following:

7. <u>Technical Approach and Design Components (35 Points Max)</u>

See Attachment A of RFP, Item 2, Scope of Work, for prioritization of design components.

a. Skate Elements

Provide a schematic plan for proposed skate elements as shown in Exhibit A. Include plan view and cut sections. Specify method of construction including surface treatment. Any pre-fabricated components shall have a minimum 15 year warranty.

b. Shade Structures

Provide a schematic plan for proposed shade structures. See Exhibit A for shade structure locations. Include design concept for each location. Design must maximize provided shade and be appropriate for skate park installation.

Include manufacturer's warranty information and product specifications. Warranty shall cover fabric fading, deterioration, mildew and discoloration for a minimum of 10 years.

Tony Heinrichs, Director Public Works Department

Dated: *March 1*, 2013

San Diego, California

TH/nb/ca/rir/egz

City of San Diego

CITY CONTACT: Claudia Abarca – Contract Specialist, Email: CAbarca@sandiego.gov. Phone No. (619) 533-3439, Fax No. (619) 533-3633

ADDENDUM "3"

REQUEST FOR PROPOSAL (RFP)



FOR

RANCHO PENASQUITOS SKATE PARK IMPROVEMENTS DESIGN-BUILD CONTRACT

BID NO.:	K-13-5742-DB1-2
SAP NO. (WBS/IO/CC):	S-12002
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB

PROPOSAL DUE:

12:00 NOON
MARCH 14, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CHANGES TO ADDENDA

- 1. To Addendum 1, item 1, Section 10.8 Use of Computer Aided Drafting and Design (CADD), page 2, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 10.8 Use of Computer Aided Drafting and Design (CADD) (Reserved)

C. CHANGES TO THE REQUEST FOR PROPOSALS

- 1. To the RFP, Section 10 Special Conditions, subsection 10.7.2, page 12, **ADD** the following:
 - d. **Exhibit D -** Preliminary Geotechnical Evaluation Report Penasquitos Skate Park San Diego, California dated September 26, 2002 by Ninyo & Moore Geotechnical and Environmental Sciences Consultants, pages 3 of 88 through 73 of 88 of this Addendum.
 - e. **Exhibit E -** As-Graded Soil Report Rancho Penasquitos Skate Park dated October 6, 2004 by MTGL, Inc., pages 74 of 88 through 88 of 88 of this Addendum.

Tony Heinrichs, Director Public Works Department

Dated: March 6, 2013

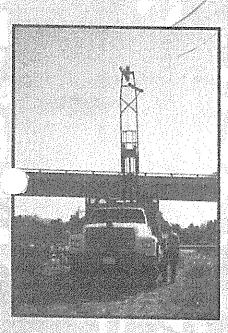
San Diego, California

TH/nb/ca/rir

EXHIBIT D

Preliminary Geotechnical Evaluation Report Penasquitos Skate Park San Diego, California dated September 26, 2002 by Ninyo & Moore Geotechnical and Environmental Sciences Consultants

PRELIMINARY GEOTECHNICAL **EVALUATION REPORT** PEÑASQUITOS SKATE PARK SAN DIEGO, CALIFORNIA





Geotechnical

and

Environmental

Sciences

Consultants



PRELIMINARY GEOTECHNICAL EVALUATION REPORT PEÑASQUITOS SKATE PARK SAN DIEGO, CALIFORNIA

PREPARED FOR:

Mr. Chris Chockley Schmidt Design Group 2655 Fourth Avenue San Diego, California 92103

PREPARED BY:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants
5710 Ruffin Road
San Diego, California 92123

September 26, 2002 Project No. 104730001

September 26, 2002 Project No. 104730001

Mr. Chris Chockley Schmidt Design Group 2655 Fourth Avenue San Diego, California 92103

Subject:

Preliminary Geotechnical Evaluation Report

Peñasquitos Skate Park San Diego, California

Dear Mr. Chockley:

In accordance with your authorization, we have performed a preliminary geotechnical evaluation for the proposed Peñasquitos Skate Park located in the San Diego, California community of Rancho Peñasquitos. This report presents our geotechnical findings, conclusions, and recommendations regarding the proposed project. Our report was prepared in accordance with our proposal dated March 21, 2002.

We appreciate the opportunity to be of service on this project. If you have any questions or comments regarding our report, please contact the undersigned.

Sincerely,

NINYO & MOORE

Francis O. Moreland, C.E.G. Senior Project Geologist

EP/FOM/EO/rlm

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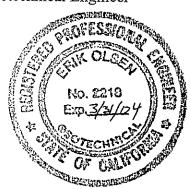


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1. INTRODUCTION

In accordance with your request and our proposal dated March 21, 2002, we have performed a preliminary geotechnical evaluation for the design of the proposed Peñasquitos Skate Park located on a 20,000 square foot property between State Route 56 and Carmel Mountain Road, and east of Rancho Peñasquitos Plaza in Rancho Peñasquitos. This report presents the results of our field exploration and laboratory testing, our preliminary conclusions regarding the geotechnical conditions at the subject site, and our preliminary recommendations for the design and earthwork construction of this project.

2. SCOPE OF SERVICES

Ninyo & Moore's scope of services for the project included review of pertinent background data, performance of a geologic reconnaissance, subsurface exploration, laboratory testing, and engineering analysis with regard to the proposed project. Specifically, we performed the following tasks:

- Review of background data listed in the Selected References section of this report. The data reviewed included topographic maps, geologic data, stereoscopic aerial photographs, and fault maps.
- Performance of a geologic reconnaissance of the proposed site.
- Subsurface exploration consisting of two exploratory borings. The boring depths ranged from 16.5 feet to 31.5 feet below the ground surface.
- Laboratory testing consisting of in-situ dry density and moisture content, sieve analysis, Atterberg limits, expansion index, consolidation, direct shear, R-value, and soil corrosivity tests.
- Compilation and engineering analysis of the data obtained.
- Preparation of this geotechnical design and data report presenting our preliminary findings and conclusions regarding the proposed project. The report also includes preliminary geotechnical recommendations for the design and earthwork construction of the subject project.

Addendum "3"

3. PROJECT DESCRIPTION

Based on current conceptual plans, the proposed project will include the construction of a new skate park at the subject site. The property is currently unoccupied. Details of grading and improvements for the proposed park are not currently available, however, we anticipate that the improvements will consist of a restroom building, skate ramps, a possible skate bowl, and paved parking. Grading is likely to be minimal on this relatively flat site.

4. SITE DESCRIPTION

The subject site is approximately 20,000 square feet in area and currently unoccupied, covered with a growth of brush and weeds. The site is relatively flat at an approximate elevation of 580 feet above Mean Sea Level (MSL). It is bounded to the north by Carmel Mountain Road, to the south by State Route 56, to the west by a Park and Ride lot, and to the east by an undeveloped lot.

5. FIELD EXPLORATION AND LABORATORY TESTING

Our field exploration of the subject site included a geologic reconnaissance and subsurface exploratory work conducted on August 23, 2002. The subsurface evaluation consisted of drilling two, 8-inch diameter continuous flight, hollow-stem auger borings. The boring locations were selected based on the results of our background geotechnical review and field reconnaissance. Prior to commencing the subsurface exploration, Underground Service Alert was notified for mark-out of the existing utilities.

5.1. Exploratory Borings

A total of two exploratory borings were excavated at the site on August 23, 2002 at the approximate locations indicated on Figure 2. The borings were drilled with a truck mounted, continuous flight hollow-stem auger drill. Boring depths ranged from 16.5 to 31.5 feet below the ground surface. Detailed logs of the borings are presented in Appendix A.

5.2. Laboratory Testing

Samples were obtained during our subsurface evaluation for laboratory analysis. Testing included in-situ dry density and moisture content, sieve analysis, expansion index, Atterberg limits, consolidation, direct shear, R-value, and soil corrosivity tests. The results of the insitu dry density and moisture testing are indicated on the boring logs presented in Appendix A. Other laboratory test results are presented in Appendix B.

6. GEOLOGY AND SUBSURFACE CONDITIONS

Our findings regarding regional and local geology, including faulting and seismicity, landslides, rippability (excavatibility), and groundwater conditions at the subject site are provided in the following sections.

6.1. Regional Geologic Setting

The project area is situated in the coastal terrace section of the Peninsular Ranges Geomorphic Province. This geomorphic province encompasses an area that extends approximately 900 miles from the Transverse Ranges and the Los Angeles Basin south to the southern tip of Baja California (Norris and Webb, 1990). The province varies in width from approximately 30 to 100 miles. In general, the province consists of rugged mountains underlain by Jurassic metavolcanic and metasedimentary rocks, and Cretaceous igneous rocks of the southern California batholith. The portion of the province in San Diego County that includes the project area consists generally of uplifted Tertiary Stadium Conglomerate.

The Peninsular Ranges Province is traversed by a group of sub-parallel faults and fault zones trending roughly northwest. Several of these faults, which are shown on Figure 3, Fault Location Map, are considered active faults. The Elsinore, San Jacinto and San Andreas faults are active fault systems located northeast of the project area and the Rose Canyon, Agua Blanca—Coronado Bank, and San Clemente faults are active faults located west of the project area. The Rose Canyon Fault Zone has been mapped approximately 11 miles west of the project site. Major tectonic activity associated with these and other faults within this regional tectonic framework consists primarily of right-lateral, strike-slip movement. Further discussion

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of faulting relative to the site is provided in the Faulting and Seismicity section of this report.

6.2. Site Geology

Geologic units encountered during our field reconnaissance and subsurface evaluation include fill and Stadium Conglomerate. Generalized descriptions of the earth units encountered are provided in the subsequent sections. More detailed descriptions are provided on the boring logs in Appendix A.

6.2.1. Fill

Fill soils associated with the mass grading of the area for the existing commercial developments to the west were encountered in borings B-1 and B-2 to depths of from 29 feet to the depth of exploration. Fill soils are also expected to be present on other portions of the site. In general, the fill soils consisted of light brown to light gray, damp, hard, fine sandy silt; brown to dark brown, reddish brown and olive to dark olive, moist, medium dense to dense, clayey sand with a trace of gravel; gray, olive and brown to dark brown, moist, hard, clay with few to little gravel; and light brown, to dark brown, gray and pink, moist, hard, sandy clay with rootlets and gravel.

6.2.2. Stadium Conglomerate

Stadium Conglomerate was encountered at 29 feet to the depth of exploration in boring B-1. In general, the Stadium Conglomerate consisted of yellowish brown, wet, weakly cemented fine to medium grained sandstone with cobbles.

6.3. Rippability

Based on our field reconnaissance and subsurface exploration of the site, the on-site materials are expected to be rippable with normal heavy-duty earthmoving equipment.

6.4. Groundwater

Groundwater seepage was encountered in exploratory boring B-1 at depth of 29 feet below the ground surface. Based on our experience in the site vicinity and with similar geologic conditions, the groundwater encountered is most likely perched on the relatively less permeable Stadium Conglomerate. The actual regional groundwater table is expected to be at a depth greater than 50 feet. Fluctuations in the groundwater level may occur due to variations in ground surface topography, subsurface geologic conditions and structure, rainfall, irrigation, and other factors.

6.5. Faulting and Seismicity

The project area is considered to be seismically active, as is most of southern California. Based on our review of the referenced geologic maps and stereoscopic aerial photographs, as well as on our geologic field reconnaissance, the subject site is not underlain by known active or potentially active faults (i.e., faults that exhibit evidence of ground displacement in the last 11,000 years and 2,000,000 years, respectively).

In general, hazards associated with seismic activity include; strong ground motion, ground surface rupture, liquefaction, seismically induced settlement, and tsunamis. These hazards are discussed in the following sections.

6.5.1. Strong Ground Motion and Ground Surface Rupture

Based on a Probabilistic Seismic Hazard Assessment for the Western United States, issued by the United States Geological Survey (1999), the project site is located in a zone where the horizontal peak ground acceleration having a 10 percent probability of being exceeded in 50 years is 0.23g. The requirements of the governing jurisdictions and applicable building codes should be considered in the project design. The closest known active fault is the Rose Canyon Fault located approximately 11 miles southwest of the site. The Rose Canyon Fault has an assigned maximum earthquake magnitude of 6.9 (California Division of Mines and Geology, 1998).

Based on our review of the referenced literature and our site reconnaissance, no active faults are known to cross the project site. Therefore, the potential for ground rupture due to faulting at the site is considered low. However, lurching or cracking of the ground surface as a result of nearby seismic events is possible.

6.5.2. Liquefaction and Seismically Induced Settlement

Liquefaction of cohesionless soils can be caused by strong vibratory motion due to earthquakes. Research and historical data indicate that loose granular soils and non-plastic silts that are saturated by a relatively shallow groundwater table are susceptible to liquefaction. Based on the relatively dense nature of the earth units underlying the site, it is our opinion that the potential for liquefaction and seismically induced settlement at the subject site is nil.

6.5.3. Tsunamis

Tsunamis are long wavelength seismic sea waves (long compared to the ocean depth) generated by sudden movements of the ocean bottom during submarine earthquakes, landslides, or volcanic activity. Based on the elevation of the site and distance from the coast, the potential for damage due to tsunami is considered nil.

6.6. Landsliding

Based on our review of published geologic literature and aerial photographs, and our geologic reconnaissance, no landslides or related features are known to underlie the subject site.

7. UBC SEISMIC DESIGN PARAMETERS

According to the 1997 Uniform Building Code (UBC), the proposed project site is located within Seismic Zone 4, but is not within a Near-Source Zone. Table 1 includes the seismic design parameters for the site as defined in, and for use with, the 1997 edition of the UBC (ICBO, 1997).

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Table 1 – Seismic Design Parameters

Parameter	Value	1997 UBC Reference
Seismic Zone Factor, Z	0.40	Table 16 – I
Soil Profile Type	S _D	Table 16 – J
Seismic Coefficient C _a	0.44N _a	Table 16 – O
Seismic Coefficient C _v	0.64N,	Table 16 – R
Near-Source Factor, N _a	1.0	Table 16 – S
Near-Source Factor, N _v	1.0	Table 16 – T
Seismic Source Type	В	Table 16 – U

8. CONCLUSIONS

Based on our review of the referenced background data, geologic field reconnaissance, subsurface evaluation, and laboratory testing, it is our opinion that construction of the proposed project is feasible from a geotechnical standpoint. Based on our review of published geologic maps and our field evaluation, the project site does not appear to be underlain by faults or landslides. In our opinion, however, the following geotechnical factors will be significant in the planning of the proposed project design and construction.

- Grading for skate bowls may involve fills that may potentially induce consolidation settlement. Recommendations are provided herein to preload the fill areas prior to constructing crack-sensitive improvements.
- The near surface fill soils are not suitable for structural support in their present condition unless compacted to the specified criteria. Recommendations are presented herein for remedial grading of this material.
- Some of the fill materials on site possess a medium expansion potential. Recommendations are presented herein to minimize possible damage to structures resulting from swelling and shrinkage of these materials.
- Groundwater seepage was encountered in exploratory boring B-1 at depth of 29 feet below the ground surface. Due to the depth of the groundwater, it is not expected to be a constraint to construction
- Based on minimum resistivity test results and Caltrans criteria, the on-site soils warrant a corrosive site classification.

9. RECOMMENDATIONS

Based on our understanding of the project, the following preliminary recommendations are provided for the design and construction of the proposed project. When plans for the proposed project are completed, a supplemental geotechnical evaluation may be needed.

9.1. Earthwork

In general, earthwork should be performed in accordance with the recommendations presented in this report. The geotechnical consultant should be contacted for questions regarding the recommendations or guidelines presented herein. In addition, Typical Earthwork Guidelines for the project are included as Appendix C. In the event of a conflict in recommendations, the recommendations presented in the text of this report supersede those in Appendix C.

9.1.1. Site Preparation

The project site should be cleared and grubbed prior to grading. Clearing and grubbing should consist of the removal of vegetation and other deleterious materials, such as asphalt and concrete debris, from the areas to be graded. Clearing and grubbing should extend to the outside of the proposed excavation and fill areas. The debris generated during clearing and grubbing should be removed from areas to be graded and disposed of off site at a legal dumpsite.

9.1.2. Treatment of Existing Fill Soils

We recommend that fill soils in structural areas be removed to a depth of 3 feet and replaced with compacted fill. The base of the removal excavation should extend 5 feet plus the depth of the removal beyond the structural areas. The areal extent of, and depths to which the fill should be removed, should be evaluated by the geotechnical consultant's representative in the field based on the materials exposed. Any unsuitable materials such as organic matter or oversized material should be selectively removed and disposed of off site.

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9.1.3. Treatment of Expansive Soils

Because of the expansion potential of the more clayey on-site soils, we recommend that building foundations, floor slabs, and exterior slabs-on-grade be supported on 3 or more feet of compacted low-expansion potential soil (UBC Expansion Index of 50 or less). In cut areas, where potentially expansive soil is exposed at finish subgrade level, this will necessitate that the expansive materials be removed to a depth of 3 feet and replaced with compacted low-expansion potential on-site or imported sandy soil. Similarly, in fill areas, the upper 3 feet of the finish subgrade soils should be a compacted low-expansion potential on-site or imported sandy soil. Soils for use beneath foundations or floor slabs should comply with the recommendations presented in section 9.1.4 Materials for Fill. The low-expansion potential soil layer should extend 5 feet or more beyond the perimeter limits of proposed building areas and adjoining exterior slabs-on-grade.

9.1.4. Materials for Fill

On-site soils free of organic materials are suitable for use as fill. Trash or construction debris should be selectively removed prior to use as fill. Fill material should not contain rocks or lumps over 6 inches in largest dimension, and not more than 40 percent larger than 1-1/2 inches. Utility trench backfill material should not contain rocks or lumps over 3 inches in largest dimension and not more than 40 percent larger than 1-1/2 inches. Larger chunks, if generated during excavation, may be broken into acceptably sized pieces or disposed of off site. Any imported fill material should be a low or very low expansion potential (UBC Expansion Index of 50 or less) granular soil. Import material should also have a low corrosion potential (minimum resistivity greater than 2,000 ohm-cm, chloride content less than 200 parts per million [ppm], and soluble sulfate content of less than 0.1 percent). Materials for use as fill should be evaluated by the geotechnical consultant's representative prior to filling or importing.

9.1.5. Compacted Fill

Prior to placement of compacted fill, the contractor should request an evaluation of the exposed ground surface by the geotechnical consultant. Unless otherwise recommended,

the exposed ground surface should then be scarified to a depth of approximately 8 inches and watered or dried, as needed, to achieve generally uniform moisture contents at or near the optimum moisture content. The scarified materials should then be compacted to 90 percent or more of the maximum density in accordance with American Society for Testing and Materials (ASTM) Test Method D 1557-00. The evaluation of compaction by the geotechnical consultant should not be considered to preclude any requirements for observation or approval by governing agencies. It is the contractor's responsibility to notify the geotechnical consultant and the appropriate governing agency when project areas are ready for observation, and to provide reasonable time for that review.

Excavated on-site materials which are in general compliance with the recommendations presented in Section 9.1.4 may be utilized as compacted fill provided they are generally free of organic or other deleterious materials and do not contain rock fragments greater than 6 inches in dimension. Oversize material should be disposed of off site. During grading, the contractor may encounter soil types other than those analyzed during the preliminary geotechnical study. The geotechnical consultant should be consulted to evaluate the suitability of any such soils for use as compacted fill.

Where imported materials are to be used on site, the geotechnical consultant should be notified three working days or more in advance of importation to evaluate, sample and test the materials from the proposed borrow sites. No imported materials should be delivered for use on site without prior sampling, testing, and evaluation by the geotechnical consultant.

Fill materials should be moisture conditioned to near optimum moisture content prior to placement. The optimum moisture content will vary with material type and other factors. Moisture conditioning of fill soils should be generally uniform throughout the soil mass.

Prior to placement of additional compacted fill material following a delay in the grading operations, the exposed surface of previously compacted fill should be prepared to receive fill. Preparation may include scarification, moisture conditioning, and recompaction.

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Compacted fill should be placed in horizontal lifts of approximately 8 inches in loose thickness. Prior to compaction, each lift should be watered or dried as needed to achieve near optimum moisture condition, mixed, and then compacted by mechanical methods, using sheepsfoot rollers, multiple-wheel pneumatic-tired rollers, or other appropriate compacting rollers, to a relative compaction of 90 or more percent of the maximum dry density as evaluated by ASTM D 1557-00. Successive lifts should be treated in a like manner until the desired finished grades are achieved.

9.1.6. Slopes

Unless otherwise recommended by the geotechnical consultant and approved by the regulating agencies, permanent cut and fill slopes should not be steeper than 2:1 (horizontal:vertical).

Compaction of the face of fill slopes should be performed by backrolling at intervals of 4 feet or less in vertical slope height, or as dictated by the capability of the available equipment, whichever is less. Fill slopes should be backrolled utilizing a conventional sheepsfoot-type roller. Care should be taken to maintain the desired moisture conditions and/or reestablish the same, as needed, prior to backrolling.

The placement, moisture conditioning and compaction of fill slope materials should be done in accordance with the recommendations presented in Section 9.1.5, "Compacted Fill."

Site runoff should not be permitted to flow over the tops of slopes. Positive drainage should be established away from the top of slopes. This may be accomplished by utilizing brow ditches placed at the top of cut slopes to direct surface runoff away from the slope face where drainage devices are not otherwise available.

The on-site soils are likely to be susceptible to erosion; therefore, the project plans and specifications should contain design features and construction requirements to mitigate erosion of on-site soils during and after construction. Slopes and other exposed ground surfaces should be appropriately planted with protective ground cover.

9.1.7. Temporary Slope Stability

We recommend that trenches and excavations be designed and constructed in accordance with OSHA regulations. These regulations provide trench sloping and shoring design parameters for trenches up to 20 feet deep based on a description of the soil types encountered. Trenches over 20 feet deep should be designed by the Contractor's engineer based on site-specific geotechnical analyses. For planning purposes, we recommend that the following OSHA soil classification be used:

Fill Materials

Type C

Stadium Conglomerate

Type B

Upon making the excavations, the soil/rock classifications and excavation performance should be evaluated in the field by the geotechnical consultant in accordance with OSHA regulations. Recommendations for temporary shoring can be provided, if requested.

In general, temporary slopes above the water table and excavated in fill materials should be inclined no steeper than 1.5:1 and in Stadium Conglomerate should be inclined no steeper than 1:1. Temporary excavations that encounter seepage may need shoring or may be stabilized by placing sandbags or gravel along the base of the seepage zone. Excavations encountering seepage should be evaluated on a case-by-case basis.

9.1.8. Trench Backfill

Backfill for utility trenches should be compacted to 90 percent or more relative compaction as evaluated by ASTM D 1557-00. Lifts should be of appropriate thickness to allow compaction to be achieved with the equipment used.

9.1.9. Drainage

Roof, pad, and slope drainage should be directed away from slopes and structures to suitable discharge areas by nonerodible devices (e.g., gutters, downspouts, concrete swales, etc.).

Positive drainage adjacent to structures should be established and maintained. Positive drainage may be accomplished by providing drainage away from the foundations of the structure at a gradient of 2 percent or steeper for a distance of 5 feet or more outside the building perimeter, and further maintained by a graded swale leading to an appropriate outlet, in accordance with the recommendations of the project civil engineer and/or landscape architect.

Surface drainage on the site should be provided so that water is not permitted to pond. A gradient of 2 percent or steeper should be maintained over the pad area and drainage patterns should be established to direct and remove water from the site to appropriate outlets.

Care should be taken by the contractor during final grading to preserve any berms, drainage terraces, interceptor swales or other drainage devices of a permanent nature on or adjacent to the property. Drainage patterns established at the time of final grading should be maintained for the life of the project. The property operators should be made very clearly aware that altering drainage patterns might be detrimental to slope stability and foundation performance.

9.2. Foundations

Details of the future construction on the site are unknown at this time. Based on our understanding that any future buildings will be relatively small, one-story structures, we are providing the following preliminary foundation recommendations. Additional geotechnical evaluation studies may be needed once details of construction are known.

9.2.1. Shallow Foundations

Continuous and/or spread footings should be founded in compacted fill. Footings founded as recommended may be designed using an allowable bearing capacity of 3,000 pounds per square foot (psf). The allowable bearing pressures may be increased by one-third when considering loading of short duration such as wind or seismic forces. Recommendations for lateral resistance for footings are presented in Section 9.2.2.



Foundations should have an embedment depth of 12 inches or more for one-story structures and 18 inches or more for two-story structures below the lowest adjacent grade into compacted fill. Continuous footings should be 12 or more inches wide for one-story buildings and 15 inches or more wide for two-story buildings. Spread foundations should be 24 or more inches wide. Footings should be reinforced in accordance with the structural engineer's recommendations. From a geotechnical standpoint, we recommend that footings founded in non-expansive granular materials be reinforced with four No. 4 or larger reinforcing bars, two placed near the top and two near the bottom of the footings.

9.2.2. Shallow Foundation Lateral Resistance

For resistance of foundations to lateral loads, we recommend an allowable passive pressure exerted by an equivalent fluid weight of 250 pounds per cubic foot (pcf) be used with a maximum of 2,500 psf. This value assumes that the ground is horizontal for a distance of 10 feet or more, or three times the height generating the passive pressure, whichever is greater. We recommend that the upper one-foot of soil not protected by pavement or a concrete slab be neglected when calculating passive resistance.

For frictional resistance to lateral loads, we recommend a coefficient of friction of 0.25 be used between soil and concrete. If passive and frictional resistance are to be used in combination, we recommend that the friction coefficient be reduced by two-thirds. The passive resistance values may be increased by one-third when considering loads of short duration such as wind or seismic forces.

9.2.3. Static Settlement

We understand that grading for skate bowls may involve cuts and fills of up to approximately 5 feet. We estimate that up to approximately 2 inches of consolidation settlement may occur due to the surcharge pressure induced by a 5-foot fill load. In order to reduce potential settlement related distress, it may be prudent to preload the fill areas and monitor settlement prior to constructing crack-sensitive improvements. We estimate that the other proposed structures, designed and constructed as recommended



herein, will undergo total settlements of less than approximately 1/2-inch. Differential settlements are typically less than about one-half of the total settlement.

9.3. Slabs-on-Grade

We recommend that conventional, slab-on-grade floors, underlain by very low to low expansive compacted fill, be 4 or more inches in thickness and be reinforced with No. 3 or larger reinforcing bars spaced 18 inches on center each way. The reinforcing bars should be placed near the mid-point of the slabs. As a means to help reduce shrinkage cracks, we recommend that the slabs be provided with expansion joints at intervals of approximately 15 to 20 feet, each way or as recommended by the structural engineer. The slab reinforcement and expansion joint spacing should be designed by the structural engineer.

If moisture sensitive floor coverings are to be used, we recommend that slabs be underlain by a vapor barrier and capillary break system consisting of a 10-mil polyethylene (or equivalent) membrane placed over 4 inches of medium to coarse clean sand or pea gravel and overlain by an additional 2 inches of sand to help protect the membrane from puncture during placement and to aid in concrete curing.

Exterior concrete flatwork should be 4 inches or more in thickness and should be reinforced with No. 3 reinforcing bars placed at 24 inches on-center both ways. The vapor barrier may be omitted for exterior flatwork.

9.4. Pavements

Based on the results of our subsurface evaluation, laboratory tests, and our experience with soils similar to those encountered at and near the site, we have assumed an R-value of 13 for the preliminary basis for design of flexible pavements at the project site. Actual pavement recommendations should be based on R-value tests performed on bulk samples of the soils that are exposed at the finished subgrade elevations across the site at the completion of the mass grading operations.

Addendum "3"

We understand that traffic will consist primarily of automobiles, light trucks, and occasional heavy trucks. For design we have used a Traffic Index (TI) of 5.5 for access drives and 5.0 for parking. We recommend that the geotechnical consultant re-evaluate the pavement design, based on the R-value of the subgrade material exposed at the time of construction. The preliminary recommended pavement sections are as follows:

Table 2 - Recommended Pavement Sections

Area	R-Value	Traffic Index	Asphalt Concrete (inches)	Cement Treated Base (inches)	
Access Drives	13	5.5	3.0	8.0	
Parking	13	5.0	3.0	7.0	

As indicated, these values assume a traffic index of 5.5 for site access roads and 5.0 for parking areas where relatively little truck traffic is anticipated. In addition, we recommend that the upper 12 inches of the subgrade be compacted to a relative compaction of 95 or more percent of the maximum dry density as evaluated by ASTM D 1557-00. The above pavement sections should provide an approximate pavement life of 20 years. If traffic loads are different from those assumed, the pavement design should be re-evaluated.

-We suggest that consideration be given to using portland cement concrete pavements in areas where dumpsters will be stored and where refuse trucks will stop and load. Experience indicates that refuse truck traffic can significantly shorten the useful life of asphalt concrete sections. We recommend that in these areas, 6 inches of 600 psi flexural strength portland cement concrete reinforced with No. 3 bars, 18-inches on center, be placed over 6 inches or more of Class II aggregate base compacted to a relative compaction of 95 percent.

9.5. Corrosion

Laboratory testing was performed on samples of the on-site soils to evaluate pH and minimum electrical resistivity, as well as chloride and sulfate contents. The pH and minimum electrical resistivity tests were performed in accordance with California Test 643, and the

sulfate and chloride tests were performed in accordance with California Tests 416 and 422, respectively. These laboratory test results are presented in Appendix B.

The results of the corrosivity testing indicated a minimum electrical resistivity of the sample tested of 955 ohm-cm. The soil pH of the sample was 9.4, which is considered alkaline. The test indicated a chloride content of 85 parts per million (ppm). Based on the minimum resistivity test results and Caltrans criteria, the on-site soils warrant a corrosive site classification, which is defined as soil with more than 500 ppm chlorides, more than 0.200 percent sulfates, or a minimum resistivity less than 1,000 ohm-cm.

Concrete in contact with soil or water that contains high concentrations of soluble sulfates can be subject to chemical deterioration. Laboratory testing indicated a sulfate content of the sample tested of 0.06 percent, which is considered negligible for sulfate attack (UBC, 1997). We recommend that concrete cover be provided over reinforcing steel in accordance with Section 1907.7 of the UBC for structures in contact with the soil. Although the results of the sulfate tests were not significantly high, due to the variability in the on-site soils, the potential for import soils, and the potential use of reclaimed water at the site, we recommend that Type V cement be used for concrete structures in contact with soil.

9.6. Pre-Construction Conference

We recommend that a pre-construction conference be held. Owner representatives, the civil engineer, geotechnical consultant, and contractor should be in attendance to discuss the plans and the project.

9.7. Construction Observation

The conclusions and recommendations presented in this report are based on analysis of observed conditions and our exploratory borings. If conditions are found to vary from those described in this report, the geotechnical consultant should be notified and additional recommendations will be provided upon request. The project geotechnical consultant should review the final project drawings and specifications prior to the commencement of construc-



tion. The geotechnical consultant should perform appropriate observation and testing services during construction operations.

The recommendations provided in this report are based on the assumption that Ninyo & Moore will provide geotechnical observation and testing services during construction. In the event that it is decided not to utilize the services of Ninyo & Moore during construction, we request that the selected consultant provide the client with a letter (with a copy to Ninyo & Moore) indicating that they fully understand Ninyo & Moore's recommendations, and that they are in full agreement with the design parameters and recommendations contained in this report. Construction of proposed improvements should be performed by qualified subcontractors utilizing appropriate techniques and construction materials.

10. LIMITATIONS

The field evaluation, laboratory testing, and geotechnical analyses presented in this geotechnical report have been conducted in general accordance with current practice and the standard of care exercised by geotechnical consultants performing similar tasks in the project area. No warranty, expressed or implied, is made regarding the conclusions, recommendations, and opinions presented in this report. There is no evaluation detailed enough to reveal every subsurface condition. Variations may exist and conditions not observed or described in this report may be encountered during construction. Uncertainties relative to subsurface conditions can be reduced through additional subsurface exploration. Additional subsurface evaluation will be performed upon request. Please also note that our evaluation was limited to assessment of the geotechnical aspects of the project, and did not include evaluation of structural issues, environmental concerns, or the presence of hazardous materials.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document.

This report is intended for design purposes only and may not provide sufficient data to prepare an accurate bid by some contractors. It is suggested that the bidders and their geotechnical consultant perform an independent evaluation of the subsurface conditions in the project areas. The independent evaluations may include, but not be limited to, review of other geotechnical reports prepared for the adjacent areas, site reconnaissance, and additional exploration and laboratory testing.

Our conclusions, recommendations, and opinions are based on an analysis of the observed site conditions. If geotechnical conditions different from those described in this report are encountered, our office should be notified and additional recommendations, if warranted, will be provided upon request. It should be understood that the conditions of a site could change with time as a result of natural processes or the activities of man at the subject site or nearby sites. In addition, changes to the applicable laws, regulations, codes, and standards of practice may occur due to government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

This report is intended exclusively for use by the client. Any use or reuse of the findings, conclusions, and/or recommendations of this report by parties other than the client is undertaken at said parties' sole risk.

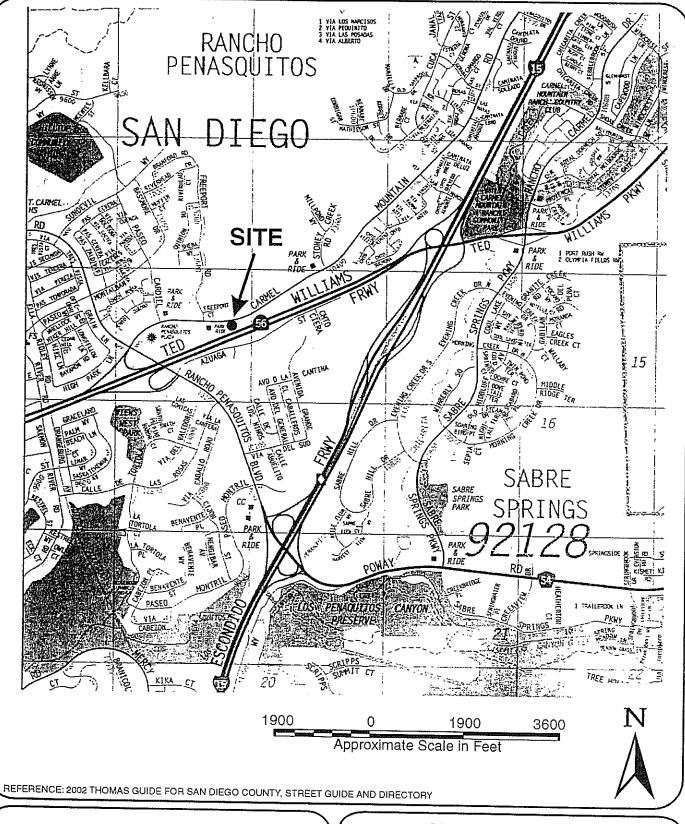
Addendum "3"

11. SELECTED REFERENCES

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- California Department of Conservation Division of Mines and Geology, 1999, Seismic Shaking Hazards Maps of California: Map Sheet 48.
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- Public Works Standards, Inc., 2000, "Greenbook," Standard Specifications for Public Works Construction.
- United States Department of the Interior, Bureau of Reclamation, 1989, Engineering Geology Field Manual.
- United States Geological Survey, 1967 (photo-revised 1975), Poway Quadrangle, California, San Diego County, 7.5-Minute Series (Topographic): Scale 1:24,000.

AERIAL PHOTOGRAPHS

Source	Date	Flight	Numbers	Scale
USDA	3-31-53	AXN-3M	110 and 111	1:20,000



Ninyo & Moore

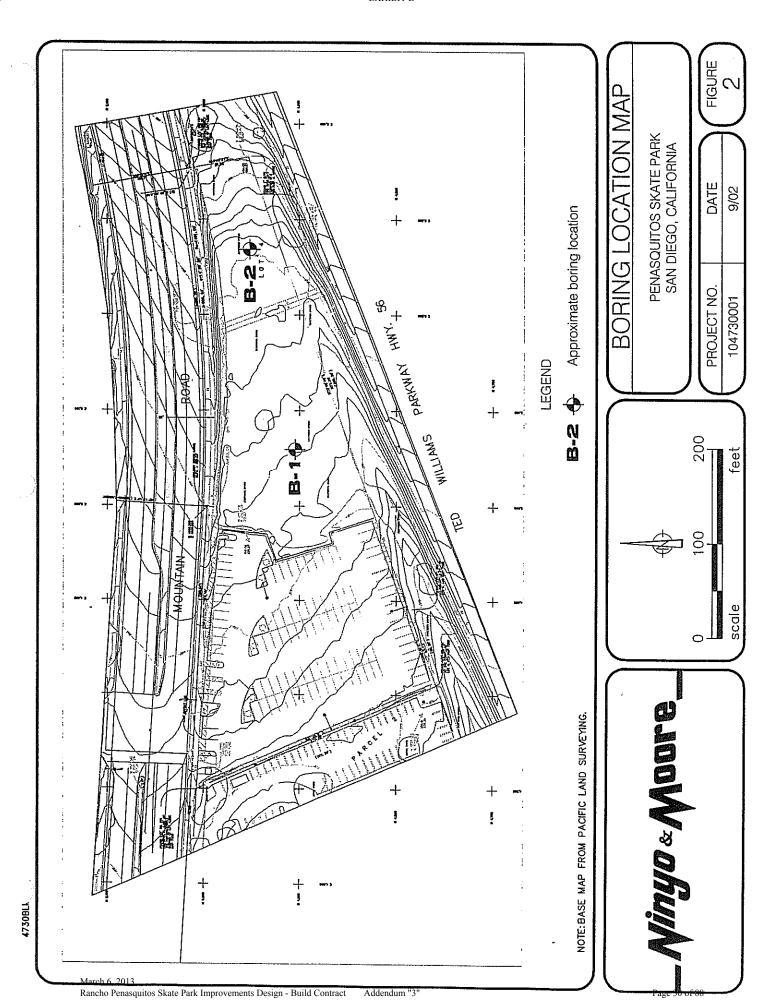
SITE LOCATION MAP

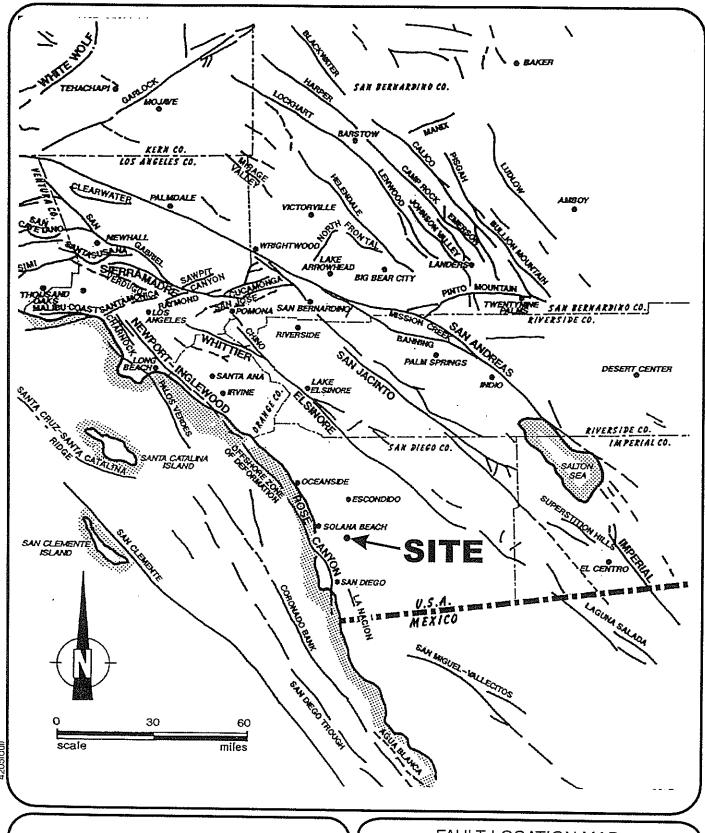
PENASQUITOS SKATE PARK SAN DIEGO, CALIFORNIA

PROJECT NO.	DATE	1	F
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FIGURE 1

4730_slm





.*Ninyo* & Moore_

FAULT LOCATION MAP

PENASQUITOS SKATE PARK SAN DIEGO, CALIFORNIA

PROJECT NO.	DATE
104730001	9/02

FIGURE 3



APPENDIX A

BORING LOGS

Field Procedure for the Collection of Disturbed Samples

Disturbed soil samples were obtained in the field using the following methods.

Bulk Samples

Bulk samples of representative earth materials were obtained from the exploratory excavations. The samples were bagged and transported to the laboratory for testing.

Field Procedure for the Collection of Relatively Undisturbed Samples

Relatively undisturbed soil samples were obtained in the field using the following method.

The Modified Split-Barrel Drive Sampler

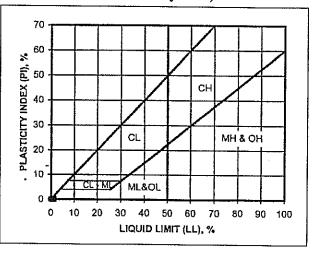
The sampler, with an external diameter of 3.0 inches, was lined with 1-inch long, thin brass rings with inside diameters of approximately 2.4 inches. The sample barrel was driven into the ground with the weight of a 140-pound hammer, in general accordance with ASTM D 3550-84. The driving weight was permitted to fall freely. The approximate length of the fall, the weight of the hammer, and the number of blows per foot of driving are presented on the boring logs as an index to the relative resistance of the materials sampled. The samples were removed from the sample barrel in the brass rings, sealed, and transported to the laboratory for testing.

	U.S.C.S. METHOD OF SOIL CLASSIFICATION						
MA	JOR DIVISIONS	SYMBOL	TYPICAL NAMES				
٠		GW	Well graded gravels or gravel-sand mixtures little or no fines				
ILS	GRAVELS (More than 1/2 of coarse	GP	Poorly graded gravels or gravel-sand mixtures, little or no fines				
COARSE-GRAINED SOILS (More than 1/2 of soil >No. 200 sieve size)	fraction > No. 4 sieve size)	GM	Silty gravels, gravel-sand-silt mixtures				
ARSE-GRAINED SC More than 1/2 of so >No. 200 sieve size)	7 11	GC	Clayey gravels, gravel-sand-clay mixtures				
SE-G fore th Vo. 20	Q 13 m a	sw	Well graded sands or gravelly sands, little or no fines				
COAR (M	(More than 1/2 of coarse	SP	Poorly graded sands or gravelly sands, little or no fines				
	fraction <no. 4="" sieve="" size)<="" td=""><td>SM</td><td>Silty sands, sand-silt mixtures</td></no.>	SM	Silty sands, sand-silt mixtures				
		SC	Clayey sands, sand-clay mixtures				
[S		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity				
SOILS of soil size)	SILTS & CLAYS Liquid Limit <50	CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays				
RAINED SOI: than 1/2 of so 200 sieve size)		OL	Organic silts and organic silty clays of low plasticity				
FINE-GRAINED (More than 1/2 <no. 200="" sieve<="" td=""><td></td><td>МН</td><td>Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts</td></no.>		МН	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts				
FIRE S	SILTS & CLAYS Liquid Limit >50	СН	Inorganic clays of high plasticity, fat clays				
	,	ОН	Organic clays of medium to high plasticity, organic silty clays, organic silts				
HIGHI	LY ORGANIC SOILS	Pt	Peat and other highly organic soils				

CLASSIFICATION CHART (Unified Soil Classification System)

CT ACCOUNTS AND	RANGE OF GRAIN SIZES					
CLASSIFICATION	U.S. Standard Sieve Size	Grain Size in Millimeters				
BOULDERS	Above 12"	Above 305				
COBBLES	12" to 3"	305 to 76.2				
GRAVEL Coarse Fine	3" to No.4 3" to 3/4" 3/4" to No. 4	76.2 to 4.76 76.2 to 19.1 19.1 to 4.76				
SAND Coarse Medium Fine	No. 4 to No. 200 No. 4 to No. 10 No. 10 to No. 40 No. 40 to No. 200	4.76 to 0.074 4.76 to 2.00 2.00 to 0.420 0.420 to 0.074				
SILT & CLAY	Below No. 200	Below 0.074				

GRAIN SIZE CHART



PLASTICITY CHART



U.S.C.S. METHOD OF SOIL CLASSIFICATION

	SAMPLES		**	Œ.			DATE DRILLED	IT D		BORING NO	SYMBOL SAMPLES	
(eet)	SAN	00T	(%) Ξ	Y (PC	7	ATION.	GROUND ELEVATION	ON		SHEET	1OF1	
H/ (feet)		BLOWS/FOOT	MOISTURE (%)	TISN	SYMBOL	SIFIC.	METHOD OF DRILL	ING				
٦	Bulk	BLO	MOIS	DRY DENSITY (PCF)	S	CLASSIFICATION U.S.C.S.	DRIVE WEIGHT			DROP		
		*		Ö			SAMPLED BY	LOGGED	O BY	REVIEW	ED BY	_
. 0					-		SAMPLED BY Solid line denotes un	it change.	· HON/IN H	ERPRETATION		- 11. / ·
_			•	·			Dashed line denotes	material change.		, .	•	
_							Modified split-barrel	drive sampler.				
							No recovery with mo	dified split-barrel	l drive sai	mpler.		
5 —			Ş				Seepage.					
_				,			Groundwater encoun	tered during drilli	ing.			
-			<u></u>				Groundwater measur	-				
	Ш						Sample retained by o	thers.	•			
`) -		:					Standard Penetration	Test (SPT).			·	٠.
10-	\mathbb{Z}						No recovery with a S	PT.		-		
		XX/XX		÷			Shelby tube sample. I in inches.	Distance pushed in	in inches/l	length of sample 1	recovered	
							No recovery with She	elby tube sampler.	:			
15 —			,			·	Bulk sample.					
-							Continuous Push San	ıple.				
_								***************************************				
`			1				The total depth line is boring.	a solid line that is	is drawn a	t the bottom of th	e	
		A # 2 .			_	A A _			E	ORING LOC		
		WII		IUJ 8	Št.	M_{II}	Ore		EXPLANAT	ION OF BORING LOG		
		y			·:	y		PROJECT NO. SYMSAMP		DATE Rev. 10/01	FIGURE A-1	

ES				<u> </u>			IIBITD					
et) SAMPLES	⊢	<u>.</u>	(F)		Z	DATE DRILLED		_ BORIN	IG NO	B-1		
(feet)	SLOWS/FOOT	MOISTURE (%)	77 (P	፬	CLASSIFICATION U.S.C.S.	SATIC S.	S. S.	GROUND ELEVATI			•	1 OF <u>2</u>
	/SMC	ISTUR	ENSI	SYMBOL		METHOD OF DRILL	ING 8" Diameter Hollow	/-Stem Auger				
Di Bufk Driven	BL(MO	DRY DENSITY (PCF)	"	CLAS	DRIVE WEIGHT _	140 lbs. (Auto Trip H	aminer)	_ DROP _	30"		
						SAMPLED BY	EP LOGGED BY DESCRIPTION		REVIEWED	BY <u>RI</u>		
0					ML	FILL:			TATION			
						Light brown, damp,	hard, fine sandy SILT.					
	36											
]											
5 —												
3 —	22											
- /3.53	32	14.6	102.3			Light gray.						
				Westernam								
	ŀ											
10												
79-					 sc	Brown to dark brown	n, moist, medium dense	- 12 vay 57	\ <u>N</u> \			
							, motor modium delige	, clayey or	MD.			
			·									
15												
	48	18.6	109.2			Brown reddish brow	n and olive (mottled);	dance: trace				
						210 mg roughly blow	ii and onve (momed), (icuse, nace	gravei.			
				223				POPI	10100			
R		14	[[]] &	Ž	Ma			Penasquite	NG LOG os Skate Park o, California			
	7		— 				PROJECT NO.	DATE	E	FIGURE		

	<u> </u>	1	1	T T			HDIT D				
	SAMPLES		F)		_		08/23/02	BORING NO.		B-1	
(feet)	SAN	(%) ::	DRY DENSITY (PCF)	٦	CLASSIFICATION U.S.C.S.	GROUND ELEVATI	ON	SHE	ET 2	OF 2	
D) [iven SA	MOISTURE (%)	LISN	SYMBOL	SIFIC/	S.C.S	METHOD OF DRILL	ING 8" Diameter Hollow	-Stem Auger		-
ď H	Driven BLO	MOIS	~ DE	S	SLASS U	DRIVE WEIGHT _	140 lbs. (Auto Trip Ha	ımmer) DR	OP	30"	
					Ü	SAMPLED BY	EP LOGGED BY		EWED BY	RI	
20				2222	SC	FILL: (Continued)	DESCRIPTION	/INTERPRETATION	<u> </u>		
	32	<u></u>				Brown, reddish brow	n and olive (mottled),	moist, medium de	nse, clayey	SAND; trace	
	100 100					gravel. Gray to dark brown ((black), moist, hard, Cl				
							(· · · · · · , , · · · · · · · · · · ·				
25											
<u>-</u>	42	23.0	101.7			Olive to brown (mot	tled); few to little grave	el.			
	And And										
<u>-</u>											
/ 		_골./			*******	STADIUM CONGLO	OMED ATE.				
30 —						Yellowish brown, we cobbles.	et, weakly cemented, fi	ne- to medium-gra	ined SANI	OSTONE with	
	54211					cobbles.					
	74/11"										
						Total Depth = 31.5 fe	eet.				
						Backfilled on 8/23/02	tered during drilling at 2.	approximately 29	feet.		
-											
35 -			i								
-											
		į									
		;									
								DOD!		***************************************	
	Mil	nu	IM 8	& /	Man	ore		BORING LO Penasquitos Skate P	ark		
		J			A M.		PROJECT NO.	San Diego, Califorr DATE	ıia	FIGURE	
	- March	5, 2013			-		104730001	09/02		A-2	

THE STATION SHIP	В-2
(feet) Co Co Co Co Co Co Co C	
	EET 1 OF 1
METHOD OF DRILLING 8" Diameter Hollow-Stem Auger	,
DRIVE WEIGHT 140 lbs. (Auto Trip Hammer) DF	ROP 30"
	IEWED BY RI
DESCRIPTION/INTERPRETATIO	N III
CL FILL: Light brown, gray and pink, moist, hard, sandy CLAY.	
34	
5 -	
Dark brown to yellowish brown; abundant rootlets.	
Cobbles.	
SC Black, dark olive and brown (mottled), moist, dense, clayey	SAND; some gravel.
46 16.6 80.4	,
Very dense.	
Total Depth = 16.5 feet.	
Groundwater not encountered during drilling. Backfilled on 8/23/02.	
BORING L	
BORING Le Penasquitos Skate I San Diego, Califor PROJECT NO. DATE	mia
PROJECT NO. DATE	FIGURE A-3 Page 38 of 88

APPENDIX B

LABORATORY TESTING

Classification

Soils were visually and texturally classified in accordance with the Unified Soil Classification System (USCS) in general accordance with ASTM D 2488-00. Soil classifications are indicated on the logs of the exploratory excavations in Appendix A.

Moisture Content

The moisture content of samples obtained from the exploratory excavations was evaluated in accordance with ASTM D 2216-98. The test results are presented on the logs of the exploratory excavations in Appendix A.

In-Place Moisture and Density Tests

The moisture content and dry density of relatively undisturbed samples obtained from the exploratory excavations were evaluated in general accordance with ASTM D 2937-00. The test results are presented on the logs of the exploratory excavations in Appendix A.

Gradation Analysis

Gradation analysis tests were performed on selected representative soil samples in general accordance with ASTM D 422-63. The grain-size distribution curves are shown on Figure B-1. These test results were utilized in evaluating the soil classifications in accordance with the Unified Soil Classification System.

Atterberg Limits

Tests were performed on selected representative fine-grained soil samples to evaluate the liquid limit, plastic limit, and plasticity index in general accordance with ASTM D 4318-00. These test results were utilized to evaluate the soil classification in accordance with the Unified Soil Classification System. The test results and classifications are shown on Figure B-2.

Consolidation Tests

Consolidation tests were performed on selected relatively undisturbed soil samples in general accordance with ASTM D 2435-96. The samples were inundated during testing to represent adverse field conditions. The percent of consolidation for each load cycle was recorded as a ratio of the amount of vertical compression to the original height of the sample. The results of the tests are summarized on Figures B-3 through B-5.

Direct Shear Tests

Direct shear tests were performed on undisturbed samples in general accordance with ASTM D 3080-98 to evaluate the shear strength characteristics of selected materials. The samples were inundated during shearing to represent adverse field conditions. The results are shown on Figure B-6.

Expansion Index Tests

The expansion index of selected materials was evaluated in general accordance with U.B.C. Standard No. 18-2. Specimens were molded under a specified compactive energy at approximately 50 percent saturation (plus or minus 1 percent). The prepared 1-inch thick by 4-inch diameter specimens were loaded with a surcharge of 144 pounds per square foot and were inundated with tap water. Readings of volumetric swell were made for a period of 24 hours. The results of these tests are presented on Figure B-7.

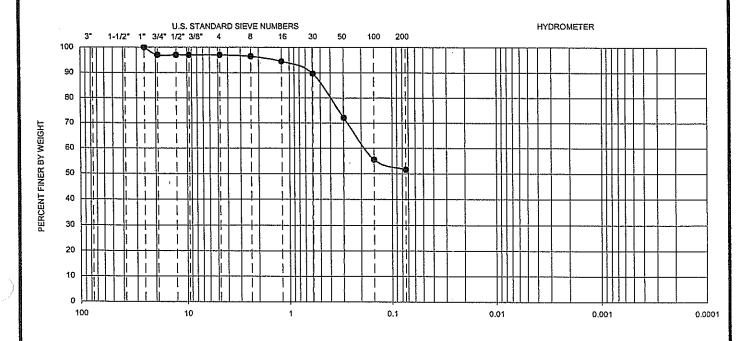
Soil Corrosivity Tests

Soil pH, and minimum resistivity tests were performed on representative samples in general accordance with California Test (CT) 643. The chloride content of selected samples was evaluated in general accordance with CT 422. The sulfate content of selected samples was evaluated in general accordance with CT 417. The test results are presented on Figure B-8.

R-Value

The resistance value, or R-value, for base, subbase, and basement soils was evaluated in general accordance with ASTM D 2844-94. Samples were prepared and each was tested for exudation pressure and R-value. The graphically evaluated R-value at an exudation pressure of 300 pounds per square inch is reported. The test results are shown on Figure B-9.

GRAV			SAND		FINES		
Coarse	Fine	Coarse	Medium	Fine	Silt	Clay	



GRAIN SIZE IN MILLIMETERS

•	Symbol	Hole No.	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D ₁₀	D ₃₀	D ₅₀	C _u	C _c	Passing No. 200 (%)	U.S.C.S
	0	B-2	2.0-7.0	-			_				-	52	CL

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 422-98

Ninyo « Moore.

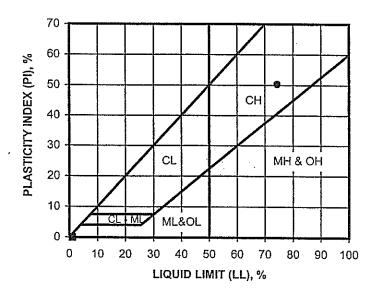
GRADATION TEST RESULTS

Peñasquitos Skate Park San Diego, California

PROJECT NO.	DATE
104730001	9/02

SYMBOL	LOCATION	DEPTH (FT)	LL (%)	PL (%)	PI (%)	U.S.C.S. CLASSIFICATION (Minus No. 40 Sieve Fraction)	U.S.C.S. (Entire Sample)
•	B-1	25.0-26.5	74	24	50	СН	СН
				,			
	,						

NP - Indicates non-plastic



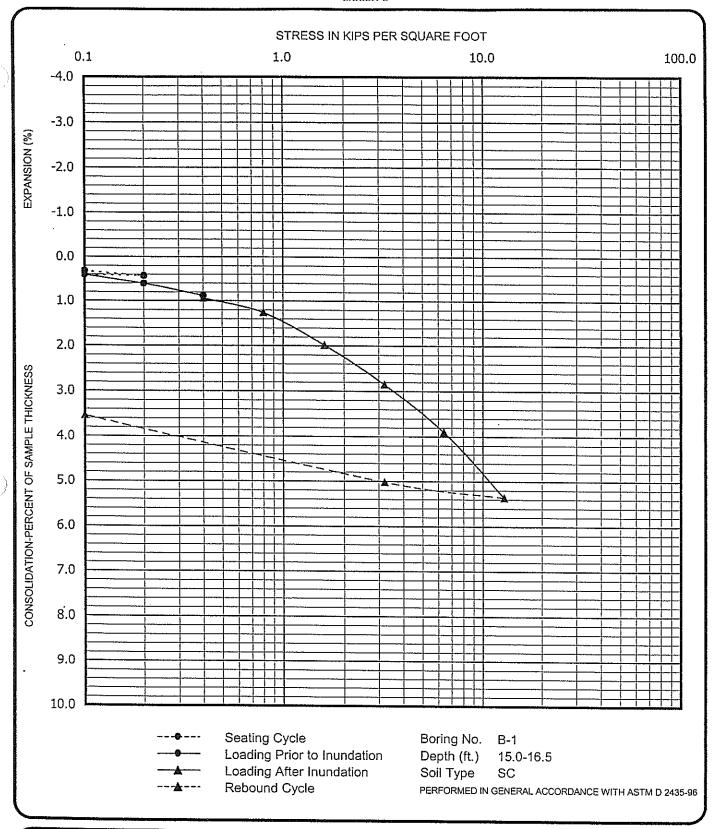
PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4318-00

Minyo & Moore_

ATTERBERG LIMITS TEST RESULTS

Peñasquitos Skate Park San Diego, California

PROJECT NO.	DATE
104730001	9/02

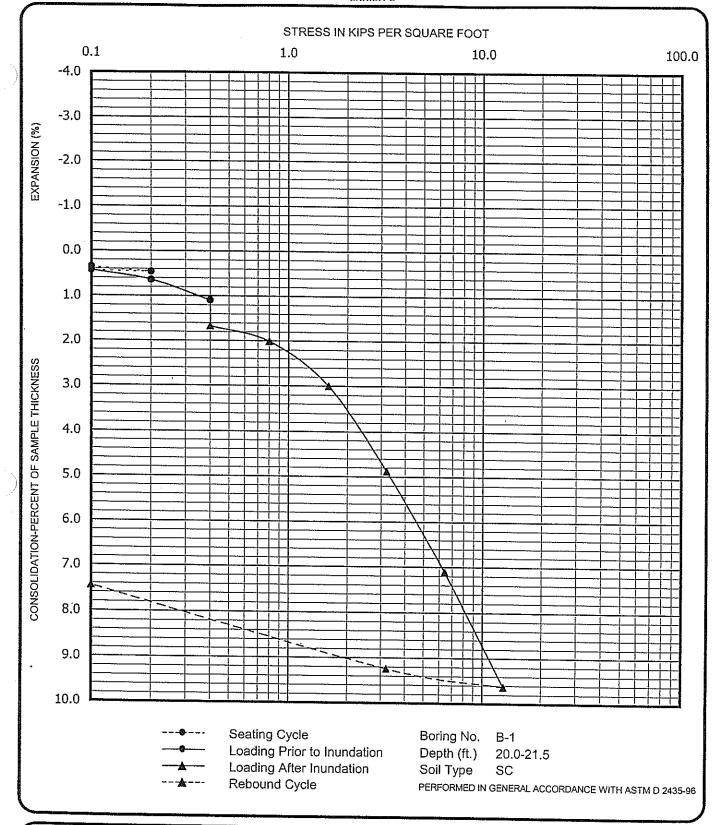


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CONSOLIDATION TEST RESULTS

Peñasquitos Skate Park San Diego, California

- DATE
9/02

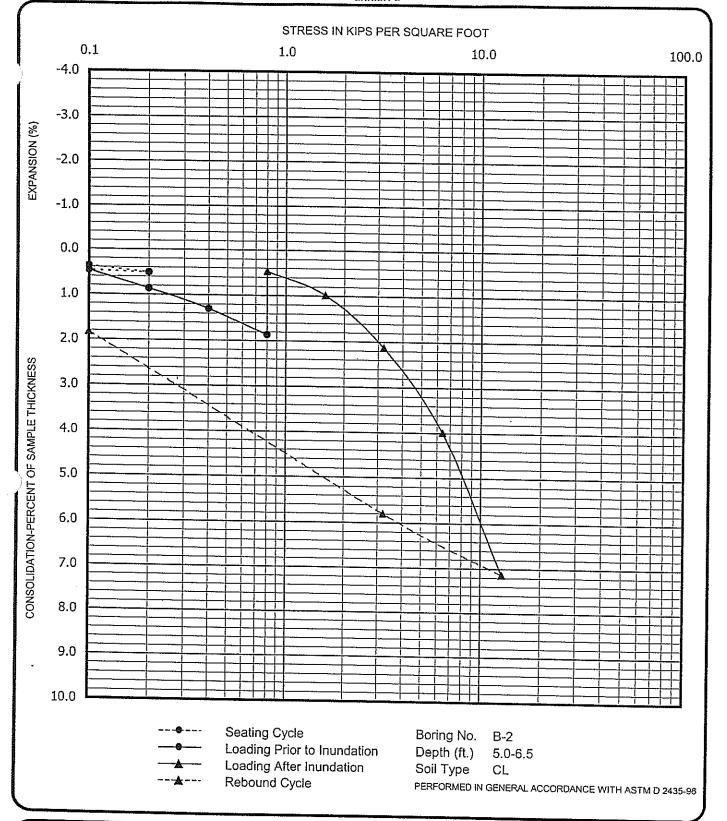


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CONSOLIDATION TEST RESULTS

Peñasquitos Skate Park San Diego, California

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104730001	9/02



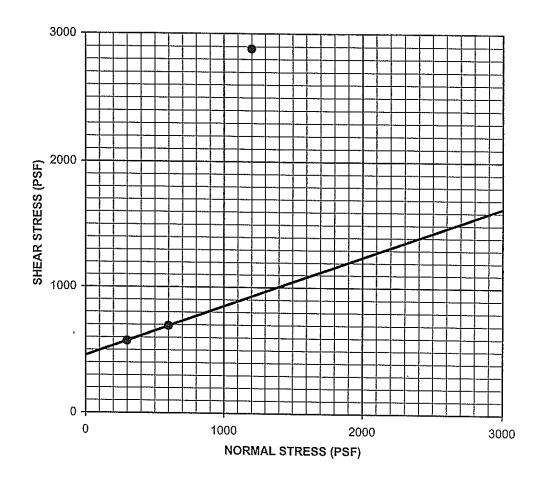
Ninyo & Moore.

CONSOLIDATION TEST RESULTS

Peñasquitos Skate Park San Diego, California

PROJECT NO.	-DATE
104730001	9/02

EXHIBIT D



Descrip	otion	Symbol	Boring Number	Depth (ft)	Shear Strength	Cohesion (psf)	Friction Angle (deg)	Soil Type
Sandy	Clay	•	B-2	2.0-3.5	Peak	460	21	CL

Ninyo & Moore

DIRECT SHEAR TEST RESULTS

Peñasquitos Skate Park San Diego, California

PROJECT NO.	DATE	
104730001	9/02	

EXPANSION INDEX TEST RESULTS

SAMPLE LOCATION	SAMPLE DEPTH (FT)	INITIAL MOISTURE (%)	COMPACTED DRY DENSITY (PCF)	FINAL MOISTURE (%)	VOLUMETRIC SWELL (IN)	EXPANSION INDEX	EXPANSION POTENTIAL
B-1	2.0-7.0	9.5	110.5	23.6	0.0543	54	Medium

PERFORMED IN GENERAL ACCORDANCE WITH UBC STANDARD 18-2 PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4829-95



EXPANSION INDEX TEST RESULTS

Peñasquitos Skate Park San Diego, California

PROJECT NO.	- DATE
104730001	9/02

CORROSIVITY TEST RESULTS

SAMPLE LOCATION	SAMPLE DEPTH (FT)	pH *	RESISTIVITY * (ohm-cm)	WATER-SOLUBLE SULFATE CONTENT IN SOIL ** (%)	CHLORIDE CONTENT *** (ppm)
B-2	2.0-5.0	9.4	955	0.06	85

- * PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 643
- ** PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 417
- *** PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 422



CORROSIVITY TEST RESULTS

Peñasquitos Skate Park San Diego, California

PROJECT NO.	DATE
104730001	6/01

September 26, 2002 Project No. 104730001

APPENDIX C

TYPICAL EARTHWORK GUIDELINES FOR FLAT LAND

TABLE OF CONTENTS

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	COMPACTED FILL	
	OVERSIZED MATERIAL	
7.	SLOPES	7
8.	TRENCH BACKFILL	10
	DRAINAGE	
	SITE PROTECTION	
	DEFINITIONS OF TERMS	

Figures

Figure A – Transition and Undercut Lot Details

Figure B – Oversized Rock Placement Detail

Figure B – Transition and Undercut Lot Details

TYPICAL EARTHWORK GUIDELINES FOR FLAT LAND

(Slopes Less Than 10 Feet High)

1. GENERAL

These Guidelines and the standard details attached hereto are presented as general procedures for earthwork construction for sites having slopes less than 10 feet high. They are to be utilized in conjunction with the approved grading plans. These Guidelines are considered a part of the geotechnical report, but are superseded by recommendations in the geotechnical report in the case of conflict. Evaluations performed by the consultant during the course of grading may result in new recommendations which could supersede these specifications and/or the recommendations of the geotechnical report. It is the responsibility of the contractor to read and understand these Guidelines as well as the geotechnical report and approved grading plans.

- The contractor shall not vary from these Guidelines without prior recommendations 1.1. by the geotechnical consultant and the approval of the client or the client's authorized representative. Recommendations by the geotechnical consultant and/or client shall not be considered to preclude requirements for approval by the jurisdictional agency prior to the execution of any changes.
- 1.2. The contractor shall perform the grading operations in accordance with these specifications, and shall be responsible for the quality of the finished product notwithstanding the fact that grading work will be observed and tested by the geotechnical consultant.
- 1.3. It is the responsibility of the grading contractor to notify the geotechnical consultant and the jurisdictional agencies, as required, prior to the start of work at the site and at any time that grading resumes after interruption. Each step of the grading operations shall be observed and documented by the geotechnical consultant and, where necessary, reviewed by the appropriate jurisdictional agency prior to proceeding with subsequent work.
- If, during the grading operations, geotechnical conditions are encountered which 1.4. were not anticipated or described in the geotechnical report, the geotechnical consultant shall be notified immediately and additional recommendations, if applicable, may be provided.
- An as-graded report shall be prepared by the geotechnical consultant and signed by a 1.5. registered engineer and certified engineering geologist. The report documents the geotechnical consultants' observations, and field and laboratory test results, and pro-

vides conclusions regarding whether or not earthwork construction was performed in accordance with the geotechnical recommendations and the grading plans. Recommendations for foundation design, pavement design, subgrade treatment, etc., may also be included in the as-graded report.

- 1.6. For the purpose of evaluating quantities of materials excavated during grading and/or locating the limits of excavations, a licensed land surveyor or civil engineer shall be retained.
- Definitions of terms utilized in the remainder of these specifications have been pro-1.7. vided in Section 11.

2. OBLIGATIONS OF PARTIES

The parties involved in the projects earthwork activities shall be responsible as outlined in the following sections.

- 2.1. The client is ultimately responsible for all aspects of the project. The client or the client's authorized representative has a responsibility to review the findings and recommendations of the geotechnical consultant. The client shall authorize the contractor and/or other consultants to perform work and/or provide services. During grading the client or the client's authorized representative shall remain on site or remain reasonably accessible to the concerned parties to make the decisions necessary to maintain the flow of the project.
- 2.2. The contractor is responsible for the safety of the project and satisfactory completion of grading and other associated operations, including, but not limited to, earthwork in accordance with the project plans, specifications, and jurisdictional agency requirements. During grading, the contractor or the contractor's authorized representative shall remain on site. The contractor shall further remain accessible at all times, including at night and during days off.
- 2.3. The geotechnical consultant shall provide observation and testing services and shall make evaluations to advise the client on geotechnical matters. The geotechnical consultant shall report findings and recommendations to the client or the client's authorized representative.
- 2.4. Prior to proceeding with any grading operations, the geotechnical consultant shall be notified at least two working days in advance to schedule the needed observation and testing services.
 - 2.4.1. Prior to any significant expansion or reduction in the grading operation, the geotechnical consultant shall be provided with two working days notice to make appropriate adjustments in scheduling of on-site personnel.

2.4.2. Between phases of grading operations, the geotechnical consultant shall be provided with at least two working days notice in advance of commencement of additional grading operations.

3. SITE PREPARATION

Site preparation shall be performed in accordance with the recommendations presented in the following sections.

- 3.1. The client, prior to any site preparation or grading, shall arrange and attend a pre-grading meeting between the grading contractor, the design engineer, the geotechnical consultant, and representatives of appropriate governing authorities, as well as any other involved parties. All parties shall be given at least two working days notice.
- 3.2. Clearing and grubbing shall consist of the substantial removal of vegetation, brush, grass, wood, stumps, trees, tree roots greater than 1/2-inch in diameter, and other deleterious materials from the areas to be graded. Clearing and grubbing shall extend to the outside of the proposed excavation and fill areas.
- 3.3. Demolition in the areas to be graded shall include removal of building structures, foundations, reservoirs, utilities (including underground pipelines, septic tanks, leach fields, seepage pits, cisterns, etc.), and other manmade surface and subsurface improvements, and the backfilling of mining shafts, tunnels and surface depressions. Demolition of utilities shall include proper capping or rerouting of pipelines at the project perimeter, and abandonment of wells in accordance with the requirements of the governing authorities and the recommendations of the geotechnical consultant at the time of demolition.
- 3.4. The debris generated during clearing, grubbing and/or demolition operations shall be removed from areas to be graded and disposed of off site at a legal dump site. Clearing, grubbing, and demolition operations shall be performed under the observation of the geotechnical consultant.
- 3.5. The ground surface beneath proposed fill areas shall be stripped of loose or unsuitable soil. These soils may be used as compacted fill provided they are generally free of organic or other deleterious materials and approved for use by the geotechnical consultant. The resulting surface shall be evaluated by the geotechnical consultant prior to proceeding. The cleared, natural ground surface shall be scarified to a depth of approximately 8 inches, moisture conditioned, and compacted in accordance with the specifications presented in Section 5 of these Guidelines.

4. REMOVALS AND EXCAVATIONS

Removals and excavations shall be performed as recommended in the following sections.

4.1. Removals

- 4.1.1. Materials which are considered unsuitable shall be excavated under the observation of the geotechnical consultant in accordance with the recommendations contained herein. Unsuitable materials include, but may not be limited to, dry, loose, soft, wet, organic, compressible natural soils, fractured, weathered, soft bedrock, and undocumented or otherwise deleterious fill materials.
- 4.1.2. Materials deemed by the geotechnical consultant to be unsatisfactory due to moisture conditions shall be excavated in accordance with the recommendations of the geotechnical consultant, watered or dried as needed, and mixed to a generally uniform moisture content in accordance with the specifications presented in Section 5 of this document.

4.2. Excavations

4.2.1. Temporary excavations no deeper than 5 feet in firm fill or natural materials may be made with vertical side slopes. To satisfy CAL OSHA requirements, any excavation deeper than 5 feet shall be shored or laid back at a 1:1 inclination or flatter, depending on material type, if construction workers are to enter the excavation.

5. COMPACTED FILL

Fill shall be constructed as specified below or by other methods recommended by the geotechnical consultant. Unless otherwise specified, fill soils shall be compacted to 90 percent or greater relative compaction, as evaluated in accordance with ASTM Test Method D1557-00.

5.1. Prior to placement of compacted fill, the contractor shall request an evaluation of the exposed ground surface by the geotechnical consultant. Unless otherwise recommended, the exposed ground surface shall then be scarified to a depth of approximately 8 inches and watered or dried, as needed, to achieve a generally uniform moisture content at or near the optimum moisture content. The scarified materials shall then be compacted to 90 percent or more of the maximum density. The evaluation of compaction by the geotechnical consultant shall not be considered to preclude any requirements for observation or approval by governing agencies. It is the contractor's responsibility to notify the geotechnical consultant and the appropriate governing agency when project areas are ready for observation, and to provide reasonable time for that review.

- 5.2. Excavated on-site materials which are in general compliance with the recommendations of the geotechnical consultant may be utilized as compacted fill provided they are generally free of organic or other deleterious materials and do not contain rock fragments greater than 6 inches in dimension. During grading, the contractor may encounter soil types other than those analyzed during the preliminary geotechnical study. The geotechnical consultant shall be consulted to evaluate the suitability of any such soils for use as compacted fill.
- 5.3. Where imported materials are to be used on site, the geotechnical consultant shall be notified at least three working days in advance of importation in order that it may sample and test the materials from the proposed borrow sites. No imported materials shall be delivered for use on site without prior sampling, testing, and evaluation by the geotechnical consultant.
- 5.4. Soils imported for on-site use shall preferably have very low to low expansion potential (based on UBC Standard 18-2 test procedures). Lots on which expansive soils may be exposed at grade shall be undercut 3 feet or more and capped with very low to low expansion potential fill. Details of the undercutting are provided in the Transition and Undercut Lot Details, Figure A of these Guidelines. In the event expansive soils are present near the ground surface, special design and construction considerations shall be utilized in general accordance with the recommendations of the geotechnical consultant.
- 5.5. Fill materials shall be moisture conditioned to near optimum moisture content prior to placement. The optimum moisture content will vary with material type and other factors. Moisture conditioning of fill soils shall be generally uniform throughout the soil mass.
- 5.6. Prior to placement of additional compacted fill material following a delay in the grading operations, the exposed surface of previously compacted fill shall be prepared to receive fill. Preparation may include scarification, moisture conditioning, and recompaction.
- 5.7. Compacted fill shall be placed in horizontal lifts of approximately 8 inches in loose thickness. Prior to compaction, each lift shall be watered or dried as needed to achieve near optimum moisture condition, mixed, and then compacted by mechanical methods, using sheepsfoot rollers, multiple-wheel pneumatic-tired rollers, or other appropriate compacting rollers, to the specified relative compaction. Successive lifts shall be treated in a like manner until the desired finished grades are achieved.
- 5.8. Fill shall be tested in the field by the geotechnical consultant for evaluation of general compliance with the recommended relative compaction and moisture conditions. Field density testing shall conform to ASTM D 1556-00 (Sand Cone method), D 2937-00 (Drive-Cylinder method), and/or D 2922-96 and D 3017-96 (Nuclear

Gauge method). Generally, one test shall be provided for approximately every 2 vertical feet of fill placed, or for approximately every 1000 cubic yards of fill placed. In addition, on slope faces one or more tests shall be taken for approximately every 10,000 square feet of slope face and/or approximately every 10 vertical feet of slope height. Actual test intervals may vary as field conditions dictate. Fill found to be out of conformance with the grading recommendations shall be removed, moisture conditioned, and compacted or otherwise handled to accomplish general compliance with the grading recommendations.

- 5.9. The contractor shall assist the geotechnical consultant by excavating suitable test pits for removal evaluation and/or for testing of compacted fill.
- 5.10. At the request of the geotechnical consultant, the contractor shall "shut down" or restrict grading equipment from operating in the area being tested to provide adequate testing time and safety for the field technician.
- 5.11. The geotechnical consultant shall maintain a map with the approximate locations of field density tests. Unless the client provides for surveying of the test locations, the locations shown by the geotechnical consultant will be estimated. The geotechnical consultant shall not be held responsible for the accuracy of the horizontal or vertical control points.
- 5.12. Grading operations shall be performed under the observation of the geotechnical consultant. Testing and evaluation by the geotechnical consultant does not preclude the need for approval by or other requirements of the jurisdictional agencies.
- 5.13. Fill materials shall not be placed, spread or compacted during unfavorable weather conditions. When work is interrupted by heavy rains, the filling operation shall not be resumed until tests indicate that moisture content and density of the fill meet the project specifications. Regrading of the near-surface soil may be needed to achieve proper moisture content and density.
- 5.14. Upon completion of grading and termination of observation by the geotechnical consultant, no further filling or excavating, including that necessary for footings, foundations, retaining walls or other features, shall be performed without the involvement of the geotechnical consultant.
- 5.15. Fill placed in areas not previously viewed and evaluated by the geotechnical consultant may have to be removed and recompacted at the contractor's expense. The depth and extent of removal of the unobserved and undocumented fill will be decided based upon review of the field conditions by the geotechnical consultant.
- 5.16. Off-site fill shall be treated in the same manner as recommended in these specifications for on-site fills. Off-site fill subdrains temporarily terminated (up gradient) shall be surveyed for future locating and connection.

6. OVERSIZED MATERIAL

Oversized material shall be placed in accordance with the following recommendations.

- 6.1. During the course of grading operations, rocks or similar irreducible materials greater than 6 inches in dimension (oversized material) may be generated. These materials shall not be placed within the compacted fill unless placed in general accordance with the recommendations of the geotechnical consultant.
- 6.2. Where oversized rock (greater than 6 inches in dimension) or similar irreducible material is generated during grading, it is recommended, where practical, to waste such material off site, or on site in areas designated as "nonstructural rock disposal areas." Rock designated for disposal areas shall be placed with sufficient sandy soil to generally fill voids. The disposal area shall be capped with a 5-foot thickness of fill which is generally free of oversized material.
- 6.3. Rocks 6 inches in dimension and smaller may be utilized within the compacted fill, provided they are placed in such a manner that nesting of rock is not permitted. Fill shall be placed and compacted over and around the rock. The amount of rock greater than 3/4-inch in dimension shall generally not exceed 40 percent of the total dry weight of the fill mass, unless the fill is specially designed and constructed as a "rock fill."
- 6.4. Rocks or similar irreducible materials greater than 6 inches but less than 4 feet in dimension generated during grading may be placed in windrows and capped with finer materials in accordance with the recommendations of the geotechnical consultant, the approval of the governing agencies, and the Oversized Rock Placement Detail, Figure B, of these Guidelines. Selected native or imported granular soil (Sand Equivalent of 30 or higher) shall be placed and flooded over and around the windrowed rock such that voids are filled. Windrows of oversized materials shall be staggered so that successive windrows of oversized materials are not in the same vertical plane. Rocks greater than 4 feet in dimension shall be broken down to 4 feet or smaller before placement, or they shall be disposed of off site.

7. SLOPES

The following sections provide recommendations for cut and fill slopes.

7.1. Cut Slopes

7.1.1. The geotechnical consultant shall observe cut slopes during excavation. The geotechnical consultant shall be notified by the contractor prior to beginning slope excavations.

7.1.2. If, during the course of grading, adverse or potentially adverse geotechnical conditions are encountered in the slope which were not anticipated in the pre-liminary evaluation report, the geotechnical consultant shall evaluate the conditions and provide appropriate recommendations.

7.2. Fill Slopes

- 7.2.1. When placing fill on slopes steeper than 5:1 (horizontal:vertical), topsoil, slope wash, colluvium, and other materials deemed unsuitable shall be removed. Near-horizontal keys and near-vertical benches shall be excavated into sound bedrock or firm fill material, in accordance with the recommendation of the geotechnical consultant. Keying and benching shall be accomplished. Compacted fill shall not be placed in an area subsequent to keying and benching until the area has been observed by the geotechnical consultant. Where the natural gradient of a slope is less than 5:1, benching is generally not necessary. However, fill shall not be placed on compressible or otherwise unsuitable materials left on the slope face.
- 7.2.2. Within a single fill area where grading procedures dictate two or more separate fills, temporary slopes (false slopes) may be created. When placing fill adjacent to a temporary slope, benching shall be conducted in the manner described in Section 7.2.1. A 3-foot or higher near-vertical bench shall be excavated into the documented fill prior to placement of additional fill.
- 7.2.3. Unless otherwise recommended by the geotechnical consultant and approved by the regulating agencies, permanent fill slopes shall not be steeper than 2:1 (horizontal:vertical). The height of a fill slope shall be evaluated by the geotechnical consultant.
- 7.2.4. Unless specifically recommended otherwise, compacted fill slopes shall be overbuilt and cut back to grade, exposing firm compacted fill. The actual amount of overbuilding may vary as field conditions dictate. If the desired results are not achieved, the existing slopes shall be overexcavated and reconstructed in accordance with the recommendations of the geotechnical consultant. The degree of overbuilding may be increased until the desired compacted slope face condition is achieved. Care shall be taken by the contractor to provide mechanical compaction as close to the outer edge of the overbuilt slope surface as practical.
- 7.2.5. If access restrictions, property line location, or other constraints prevent overbuilding and cutting back of the slope face, an alternative method for compaction of the slope face may be attempted by conventional construction procedures including backrolling at intervals of 4 feet or less in vertical slope height, or as dictated by the capability of the available equipment, whichever is less. Fill slopes shall be backrolled utilizing a conventional sheeps foot-type roller. Care shall be taken to maintain the desired moisture conditions and/or

- reestablish the same, as needed, prior to backrolling. Upon achieving final grade, the slope shall again be moisture conditioned and backrolled.
- 7.2.6. The placement, moisture conditioning and compaction of fill slope materials shall be done in accordance with the recommendations presented in Section 5 of these Guidelines.
- 7.2.7. The contractor shall be ultimately responsible for placing and compacting the soil out to the slope face to obtain a relative compaction of 90 percent or more of the maximum dry density and a moisture content in accordance with Section 5. The geotechnical consultant shall perform field moisture and density tests at intervals of one test for approximately every 10,000 square feet of slope.
- 7.2.8. Backdrains shall be provided in fill as recommended by the geotechnical consultant.
- 7.2.9. Fill shall be compacted prior to placement of survey stakes. This is particularly important on fill slopes. Slope stakes shall not be placed until the slope is compacted and tested. If a slope face fill does not meet the recommendations presented in this specification, it shall be recognized that stakes placed prior to completion of the recompaction effort will be removed and/or demolished at such time as the compaction procedures resume.

Top-of-Slope Drainage 7.3.

- 7.3.1. For pad areas above slopes, positive drainage shall be established away from the top of slope. This may be accomplished utilizing a berm and pad gradient of 2 percent or steeper at the top-of-slope areas. Site runoff shall not be permitted to flow over the tops of slopes.
- 7.3.2. Gunite-lined brow ditches shall be placed at the top of cut slopes to redirect surface runoff away from the slope face where drainage devices are not otherwise provided.

7.4. Slope Maintenance

- In order to enhance surficial slope stability, slope planting shall be accom-7.4.1. plished at the completion of grading. Slope plants shall consist of deep-rooting, variable root depth, drought-tolerant vegetation. Native vegetation is generally desirable. Plants native to semiarid and arid areas may also be appropriate. Large-leafed ice plant should not be used on slopes. A landscape architect shall be consulted regarding the actual types of plants and planting configuration to be used.
- 7.4.2. Irrigation pipes shall be anchored to slope faces and not placed in trenches excavated into slope faces. Slope irrigation shall be maintained at a level just sufficient to support plant growth. Property owners shall be made aware that

- over watering of slopes is detrimental to slope stability. Slopes shall be monitored regularly and broken sprinkler heads and/or pipes shall be repaired immediately.
- Periodic observation of landscaped slope areas shall be planned and appropriate 7.4.3. measures taken to enhance growth of landscape plants.
- 7.4.4. Graded swales at the top of slopes and terrace drains shall be installed and the property owners notified that the drains shall be periodically checked so that they may be kept clear. Damage to drainage improvements shall be repaired immediately. To reduce siltation, terrace drains shall be constructed at a gradient of 3 percent or steeper, in accordance with the recommendations of the project civil engineer.
- If slope failures occur, the geotechnical consultant shall be contacted immedi-7.4.5. ately for field review of site conditions and development of recommendations for evaluation and repair.

TRENCH BACKFILL

The following sections provide recommendations for backfilling of trenches.

- Trench backfill shall consist of granular soils (bedding) extending from the trench 8.1. bottom to 1 foot or more above the pipe. On-site or imported fill which has been evaluated by the geotechnical consultant may be used above the granular backfill. The cover soils directly in contact with the pipe shall be classified as having a very low expansion potential, in accordance with UBC Standard 18-2, and shall contain no rocks or chunks of hard soil larger than 3/4-inch in diameter.
- Trench backfill shall, unless otherwise recommended, be compacted by mechanical 8.2. means to 90 percent or more of the maximum dry density as evaluated in accordance with ASTM D 1557-00. Backfill soils shall be placed in loose lifts 8-inches thick or thinner, moisture conditioned, and compacted in accordance with the recommendations of Section 5. of these guidelines. The backfill shall be tested by the geotechnical consultant at vertical intervals of approximately 2 feet of backfill placed and at spacings along the trench of approximately 100 feet in the same lift.
- Jetting of trench backfill materials is generally not a recommended method of densi-8.3. fication, unless the on-site soils are sufficiently free-draining and provisions have been made for adequate dissipation of the water utilized in the jetting process.
- 8.4. If it is decided that jetting may be utilized, granular material with a sand equivalent greater than 30 shall be used for backfilling in the areas to be jetted. Jetting shall generally be considered for trenches 2 feet or narrower in width and 4 feet or shal-

- lower in depth. Following jetting operations, trench backfill shall be mechanically compacted to the specified compaction to finish grade.
- 8.5. Trench backfill which underlies the zone of influence of foundations shall be mechanically compacted to 90 percent or more of the maximum dry density, as evaluated in accordance with ASTM D 1557-00. The zone of influence of the foundations is generally defined as the roughly triangular area within the limits of a 1:1 projection from the inner and outer edges of the foundation, projected down and out from both edges.
- 8.6. Trench backfill within slab areas shall be compacted by mechanical means to a relative compaction of 90 percent or more of maximum dry density, as evaluated in accordance with ASTM D 1557-00. For minor interior trenches, density testing may be omitted or spot testing may be performed, as deemed appropriate by the geotechnical consultant.
- 8.7. When compacting soil in close proximity to utilities, care shall be taken by the grading contractor so that mechanical methods used to compact the soils do not damage the utilities. If the utility contractors indicate that it is undesirable to use compaction equipment in close proximity to a buried conduit, then the grading contractor may elect to use light mechanical compaction equipment or, with the approval of the geotechnical consultant, cover the conduit with clean granular material. These granular materials shall be jetted in place to the top of the conduit in accordance with the recommendations of Section 8.4 prior to initiating mechanical compaction procedures. Other methods of utility trench compaction may also be appropriate, upon review by the geotechnical consultant and the utility contractor, at the time of construction.
- 8.8. Clean granular backfill and/or bedding materials are not recommended for use in slope areas unless provisions are made for a drainage system to mitigate the potential for buildup of seepage forces or piping of backfill materials.
- 8.9. The contractor shall exercise the necessary and required safety precautions, in accordance with OSHA Trench Safety Regulations, while conducting trenching operations. Such precautions include shoring or laying back trench excavations at 1:1 or flatter, depending on material type, for trenches in excess of 5 feet in depth. The geotechnical consultant is not responsible for the safety of trench operations or stability of the trenches.

9. DRAINAGE

The following sections provide recommendations pertaining to site drainage.

- 9.1. Roof, pad, and slope drainage shall be directed away from slopes and structures to suitable discharge areas by nonerodible devices (e.g., gutters, downspouts, concrete swales, etc.).
- 9.2. Positive drainage adjacent to structures shall be established and maintained. Positive drainage may be accomplished by providing drainage away from the foundations of the structure at a gradient of 2 percent or steeper for a distance of 5 feet or more outside the building perimeter, further maintained by a graded swale leading to an appropriate outlet, in accordance with the recommendations of the project civil engineer and/or landscape architect.
- 9.3. Surface drainage on the site shall be provided so that water is not permitted to pond. A gradient of 2 percent or steeper shall be maintained over the pad area and drainage patterns shall be established to direct and remove water from the site to an appropriate outlet.
- 9.4. Care shall be taken by the contractor during final grading to preserve any berms, drainage terraces, interceptor swales or other drainage devices of a permanent nature on or adjacent to the property. Drainage patterns established at the time of final grading shall be maintained for the life of the project. Property owners shall be made very clearly aware that altering drainage patterns may be detrimental to slope stability and foundation performance.

10. SITE PROTECTION

The site shall be protected as outlined in the following sections.

- 10.1. Protection of the site during the period of grading shall be the responsibility of the contractor unless other provisions are made in writing and agreed upon among the concerned parties. Completion of a portion of the project shall not be considered to preclude that portion or adjacent areas from the need for site protection, until such time as the project is complete as agreed upon by the geotechnical consultant, the client, and the regulatory agency.
- 10.2. The contractor is responsible for the stability of temporary excavations. Recommendations by the geotechnical consultant pertaining to temporary excavations are made in consideration of stability of the completed project and, therefore, shall not be considered to preclude the responsibilities of the contractor. Recommendations by the geotechnical consultant shall also not be considered to preclude more restrictive requirements by the applicable regulatory agencies.
- 10.3. Precautions shall be taken during the performance of site clearing, excavation, and grading to protect the site from flooding, ponding, or inundation by surface runoff.

- Temporary provisions shall be made during the rainy season to adequately direct surface runoff away from and off the working site. Where low areas cannot be avoided, pumps shall be provided to remove water as needed during periods of rainfall.
- 10.4. During periods of rainfall, plastic sheeting shall be used as needed to reduce the potential for unprotected slopes to become saturated. Where needed, the contractor shall install check dams, desilting basins, riprap, sandbags or other appropriate devices or methods to reduce erosion and provide safe conditions during inclement weather.
- 10.5. During periods of rainfall, the geotechnical consultant shall be kept informed by the contractor of the nature of remedial or precautionary work being performed on site (e.g., pumping, placement of sandbags or plastic sheeting, other labor, dozing, etc.).
- 10.6. Following periods of rainfall, the contractor shall contact the geotechnical consultant and arrange a walk-over of the site in order to visually assess rain-related damage. The geotechnical consultant may also recommend excavation and testing in order to aid in the evaluation. At the request of the geotechnical consultant, the contractor shall make excavations in order to aid in evaluation of the extent of rain-related damage.
- 10.7. Rain- or irrigation-related damage shall be considered to include, but may not be limited to, erosion, silting, saturation, swelling, structural distress, and other adverse conditions noted by the geotechnical consultant. Soil adversely affected shall be classified as "Unsuitable Material" and shall be subject to overexcavation and replacement with compacted fill or to other remedial grading as recommended by the geotechnical consultant.
- 10.8. Relatively level areas where saturated soils and/or erosion gullies exist to depths greater than 1 foot shall be overexcavated to competent materials as evaluated by the geotechnical consultant. Where adverse conditions extend to less than 1 foot in depth, saturated and/or eroded materials may be processed in-place. Overexcavated or in-place processed materials shall be moisture conditioned and compacted in accordance with the recommendations provided in Section 5. If the desired results are not achieved, the affected materials shall be overexcavated, moisture conditioned, and compacted until the specifications are met.
- 10.9. Slope areas where saturated soil and/or erosion gullies exist to depths greater than 1 foot shall be overexcavated and replaced as compacted fill in accordance with the applicable specifications. Where adversely affected materials exist to depths of 1 foot or less below proposed finished grade, remedial grading by moisture conditioning in-place and compaction in accordance with the appropriate specifications may be attempted. If the desired results are not achieved, the affected materials shall be overexcavated, moisture conditioned, and compacted until the specifications are

- met. As conditions dictate, other slope repair procedures may also be recommended by the geotechnical consultant.
- 10.10. During construction, the contractor shall grade the site to provide positive drainage away from structures and to keep water from ponding adjacent to structures. Water shall not be allowed to damage adjacent properties. Positive drainage shall be maintained by the contractor until permanent drainage and erosion reducing devices are installed in accordance with project plans.

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11. DEFINITIONS OF TERMS

ALLUVIUM:

Unconsolidated detrital deposits deposited by flowing water; includes sediments deposited in river beds, canyons, flood plains, lakes, fans at the foot of slopes, and in estuaries.

AS-GRADED (AS-BUILT):

The site conditions upon completion of grading.

BACKCUT:

A temporary construction slope at the rear of earth-retaining structures such as buttresses, shear keys, stabilization fills, or

retaining walls.

BACKDRAIN:

Generally a pipe-and-gravel or similar drainage system placed behind earth-retaining structures such as buttresses,

stabilization fills, and retaining walls.

BEDROCK:

Relatively undisturbed in-place rock, either at the surface or

beneath surficial deposits of soil.

BENCH:

A relatively level step and near-vertical riser excavated into

sloping ground on which fill is to be placed.

BORROW (IMPORT):

Any fill material hauled to the project site from off-site areas.

BUTTRESS FILL:

A fill mass, the configuration of which is designed by engineering calculations, to retain slopes containing adverse geologic features. A buttress is generally specified by minimum key width and depth and by maximum backcut angle. A buttress normally contains a back drainage system.

CIVIL ENGINEER:

The Registered Civil Engineer or consulting firm responsible for preparation of the grading plans and surveying, and verifying as-graded topographic conditions.

CLIENT:

The developer or a project-responsible authorized representative. The client has the responsibility of reviewing the findings and recommendations made by the geotechnical consultant and authorizing the contractor and/or other consultants to perform work and/or provide services.

COLLUVIUM:

Generally loose deposits, usually found on the face or near the base of slopes and brought there chiefly by gravity through slow continuous downhill creep (see also Slope Wash).

COMPACTION:

The densification of a fill by mechanical means.

CONTRACTOR:

A person or company under contract or otherwise retained by the client to perform demolition, grading, and other site

improvements.

DEBRIS:

The products of clearing, grubbing, and/or demolition, or contaminated soil material unsuitable for reuse as compacted fill, and/or any other material so designated by the geotechnical consultant.

ENGINEERED FILL:

A fill which the geotechnical consultant or the consultant's representative has observed and/or tested during placement, enabling the consultant to conclude that the fill has been placed in substantial compliance with the recommendations of the geotechnical consultant and the governing agency requirements.

ENGINEERING GEOLOGIST:

A geologist certified by the state licensing agency who applies geologic knowledge and principles to the exploration and evaluation of naturally occurring rock and soil, as related to the design of civil works.

EROSION:

The wearing away of the ground surface as a result of the movement of wind, water, and/or ice.

EXCAVATION:

The mechanical removal of earth materials.

EXISTING GRADE:

The ground surface configuration prior to grading; original grade.

FILL:

Any deposit of soil, rock, soil-rock blends, or other similar materials placed by man.

FINISH GRADE:

The final as-graded ground surface elevation that conforms to the grading plan.

GEOFABRIC:

An engineering textile utilized in geotechnical applications such as subgrade stabilization and filtering.

GEOTECHNICAL CONSULTANT:

The geotechnical engineering and engineering geology consulting firm retained to provide technical services for the project. For the purpose of these specifications, observations by the geotechnical consultant include observations by the geotechnical engineer, engineering geologist and other persons employed by and responsible to the geotechnical consultant.

GEOTECHNICAL ENGINEER:

A licensed civil engineer and geotechnical engineer, approved by the state licensing agency, who applies scientific methods, engineering principles, and professional experience to the acquisition, interpretation, and use of knowledge of materials of the earth's crust to the resolution of engineering problems. Geotechnical engineering encompasses many of the engineering aspects of soil mechanics, rock mechanics, geology, geophysics, hydrology, and related sciences.

GRADING:

Any operation consisting of excavation, filling, or combinations thereof and associated operations.

LANDSLIDE DEPOSITS:

Material, often porous and of low density, produced from instability of natural or manmade slopes.

MAXIMUM DRY DENSITY:

Standard laboratory test for maximum dry unit weight. Unless otherwise specified, the maximum dry unit weight shall be evaluated in accordance with ASTM Test Method D1557-91.

OPTIMUM MOISTURE:

The moisture content at the maximum dry density.

RELATIVE COMPACTION:

The degree of compaction (expressed as a percentage) of a material as compared to the maximum dry density of the material.

ROUGH GRADE:

The ground surface configuration at which time the surface elevations approximately conform to the approved plan.

SHEAR KEY:

Similar to a subsurface buttress; however, it is generally constructed by excavating a slot within a natural slope in order to stabilize the upper portion of the slope without encroaching into the lower portion of the slope.

SITE:

The particular parcel of land where grading is being performed.

SLOPE:

An inclined ground surface, the steepness of which is generally specified as a ratio of horizontal units to vertical units.

SLOPE WASH:

Soil and/or rock material that has been transported down a slope by gravity assisted by the action of water not confined to channels (see also Colluvium).

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SLOUGH:

Loose, uncompacted fill material generated during grading

operations.

SOIL:

Naturally occurring deposits of sand, silt, clay, etc., or com-

binations thereof.

STABILIZATION FILL:

A fill mass, the configuration of which is typically related to slope height and is specified by the standards of practice for enhancing the stability of locally adverse conditions. A minimum stabilization fill is normally specified by minimum key width and depth and by maximum backcut angle. A stabilization fill may or may not have a back drainage system

specified.

SUBDRAIN:

Generally a pipe-and-gravel or similar drainage system placed beneath a fill along the alignment of buried canyons

or former drainage channels.

TAILINGS:

Non-engineered fill which accumulates on or adjacent to

equipment haul roads.

TERRACE:

A relatively level bench constructed on the face of a graded

slope surface for drainage control and maintenance purposes.

TOPSOIL:

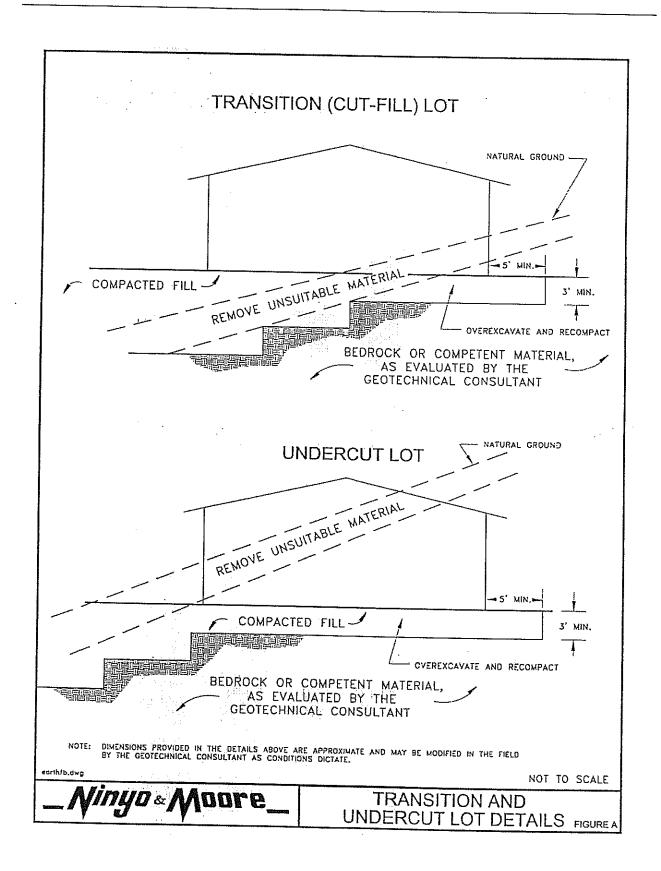
The upper zone of soil or bedrock materials, which is usually

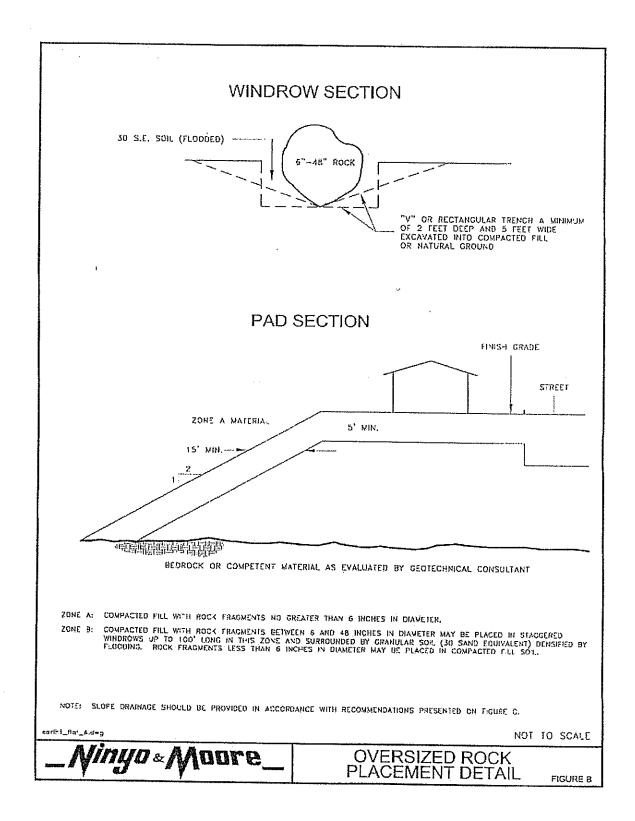
dark in color, loose, and contains organic materials.

WINDROW:

A row of large rocks buried within engineered fill in accordance with guidelines set forth by the geotechnical

consultant.





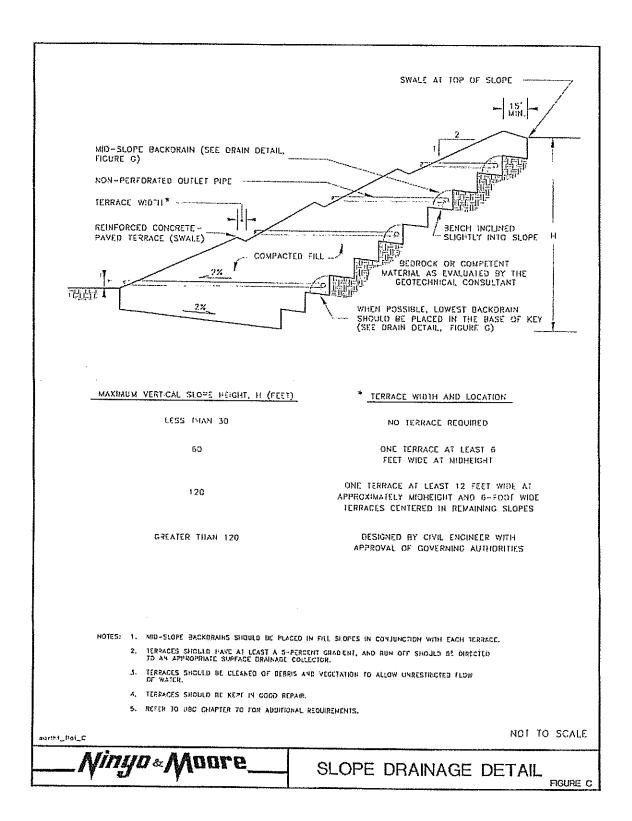


EXHIBIT E

As-Graded Soil Report Rancho Penasquitos Skate Park dated October 6, 2004 by MTGL, Inc.





AS-GRADED SOIL REPORT Rancho Penasquitos Skate Park 10111 Carmel Mountain Road San Diego, California

Material Inspection and Testing





Geotechnical Engineering Construction Inspection Materials Testing Environmental

Office Locations

Orange County Corporate Branch:

2992 E. La Palma Avenue Suite A Anaheim, CA 92806

Tel: 714.632.2999 Fax: 714.632.2974

Los Angeles Ventura County

13010 San Fernando Road Unit 1

Sylmar, CA 91342

Tel: 818.833.8100 Fax: 818.833.0085

San Diego Imperial County

7313 Carroll Road Suite G San Diego, CA 92121

Tel: 858.537.3999 Fax: 858.537.3990

Inland Empire

14320 Elsworth Street Suite C101 Moreno Valley, CA 92553

Tel: 909.653.4999 Fax: 909.653.4666

Central Dispatch

800.491.2990

www.mtglinc.com

October 4, 2004

Building Official City of San Diego Building Inspection Department 9601 Ridgehaven Court, 2nd Floor San Diego, California 92123 Project No. 4511-A01 Log No. 04-1100

Subject:

CHANGE OF GEOTECHNICAL CONSULTANT

Rancho Penasquitos Skate Park 10111 Carmel Mountain Road

San Diego, California

Reference:

Ninyo & Moore Geotechnical & Environmental Sciences Consultants, 2002, Preliminary Geotechnical Evaluation Report, Penasquitos Skate Park, San

Diego, CA, Project No. 10473001, Dated September 26, 2002.

Ninyo & Moore Geotechnical & Environmental Sciences Consultants, 2004, Clarification of Conclusion Section, Penasquitos Skatè Park, Project No.

10473001, Dated April 15, 2004.

Dear Sir:

As the new geotechnical consultant for the subject project, MTGL, Inc. agrees with the recommendations and conclusions contained in the report by Ninyo & Moore Geotechnical & Environmental Sciences Consultants dated September 26, 2002 and April 15, 2004 and that those recommendations and conclusions are valid for the earthwork proposed on the grading plans (Drawing No. 33011) with W.O. No. 295160 approved for the project.

If you have any questions regarding this letter, please do not hesitate to contact our office.

Respectfully submitted,

MTGL, Inc.

Eduardo C. Dizon, RCE

Project Engineer

RCE 57217, Exp. 12/31/05

cc: 3-D Enterprises



AS-GRADED SOIL REPORT Rancho Penasquitos Skate Park 10111 Carmel Mountain Road San Diego, California

Prepared For:

3-D Enterprises 2180 Garnet Avenue #2C San Diego, CA 92109

Prepared By:

MTGL, Inc. 7313 Carroll Road, Suite G San Diego, California 92121

> Project No. 4511-A01 Log No. 04-1101



Geotechnical Engineering Construction Inspection Materials Testing Environmental

Project No. 4511-A01

Log No. 04-1011

Office Locations

Orange County Corporate Branch:

2992 E. La Palma Avenue Suite A Anaheim, CA 92806

Tel: 714.632.2999

Fax: 714.632.2974

Los Angeles Ventura County

13010 San Fernando Road Unit 1 Sylmar, CA 91342

Tel: 818.833.8100 Fax: 818.833.0085

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14320 Elsworth Street Suite C101 Moreno Valley, CA 92553

Tel: 909.653.4999 Fax: 909.653.4666

Central Dispatch

800.491.2990

www.mtglinc.com

October 6, 2004

3-D Enterprises 2180 Garnet Avenue # 2C San Diego, CA 92109

Attention:

Mr. Dennis Lortie

Subject:

AS-GRADED SOIL REPORT Rancho Penasquitos Skate Park 10111 Carmel Mountain Road

San Diego, California

Gentlemen:

In accordance with your request and authorization, we have completed our observation and testing services during the grading of the site including the building pad for the subject project. The results of our finding, together with our test results and recommendations are to be found in the accompanying report.

Based on the results of our observation and testing performed between September 8 and 27, 2004, it is our opinion that the described earthwork for the site has been completed in general accordance with the intentions and recommendations of the referenced geotechnical report and the city grading plans W.O. No. 295160.

MTGL, Inc. appreciates the opportunity to provide observation and testing services for this project. Should you have any questions regarding this report, please do not hesitate to contact our office.

Respectfully submitted,

MTGL, Inc.

Eduardo C. Dizon, RCE

Project Engineer

RCE 57217, Exp. 12/31/05



TABLE OF CONTENTS

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Rancho Penasquitos Skate Park

Project No. 4511-A01 Log No. 04-1101

INTRODUCTION

This report presents the results of our observation and testing performed during earthwork grading of the site including building pads for the Rancho Penasquitos Skate Park located at 10111 Carmel Mountain Road in San Diego, California. This report covers testing services performed between September 8 and 27, 2004.

Geotechnical information pertaining to the site was presented in the referenced report by Ninyo & Moore Geotechnical & Environmental Sciences Consultants, Project No. 10473001 dated September 26, 2002 and April 15, 2004. That report included a geotechnical review of site conditions, recommendations regarding site grading, and foundation and pavement.

Our work did not include any environmental assessment for the presence or absence of hazardous or toxic materials at the site, surface and groundwater, or air or around the site.

SITE DESCRIPTION

The project site is located along the south side of Carmel Mountain Road in the City of San Diego. The project site is bounded by Ted Williams Parkway to the south, by vacant lot to the east and by a mall paved parking to the west. Access to the site at the time of grading was through the mall parking lot. Prior to the grading operation, the project site was relatively level with scattered shrubs across the site.

GRADING AND EARTHWORK

Prior to the grading operation, existing vegetation, debris, unsuitable surficial soils were removed from the areas to be graded. Grading recommendations provided in the referenced geotechnical report requires the removal and recompaction of the existing upper 2 feet of soil within the building pads and other settlements sensitive areas. This recommended depth of removal was implemented during the earthwork grading over the entire site. Scattered construction debris were noted within the two feet zone removal which were disposed offsite. After the removal, the exposed bottom was then scarified, moisture conditioned and recompacted with mechanical compacting equipment.

Rancho Penasquitos Skate Park

Project No. 4511-A01 Log No. 04-1101

As recommended in the referenced geotechnical report, onsite soil is suitable for reuse as engineered fill within building pad and other areas. Excavated onsite soils were processed prior to recompaction. The fill materials were placed in lifts, moisture conditioned and compacted with mechanical compacting equipment. The approximate test locations and extent of earthwork grading are shown on Figure 1. Fill soils for the site and building pad were compacted to a minimum relative compaction of 90 percent based on Test Method ASTM D1557. The upper one foot finish subgrade for pavements were compacted to at least 95 percent relative compaction based on Test Method ASTM D1557.

GEOTECHNICAL TESTING

Field Tests

During the placement of fill, test procedures based upon ASTM D2922 and ASTM D3017 (Nuclear, NU) were used for field density testing of the soil density and moisture content. Field density testing was at random locations and elevations. The approximate extent of the compacted fill and location/elevation of the performed density tests described in this report are indicated on Figure 1.

Laboratory Tests

The maximum density and optimum moisture content of representative samples of the fill soils were determined in the laboratory in accordance with ASTM D1557 test procedures. The results of the laboratory maximum density tests are presented in Table 1.

CONCLUSIONS

Based upon the information presented in the referenced geotechnical report and on the observation and testing conducted by MTGL, Inc. as described herein, it is our opinion that the earthwork grading as described in this report has been completed in general accordance with the intentions and recommendations of the geotechnical exploration report (Ninyo & Moore Geotechnical & Environmental Sciences Consultants, September 26, 2002 and April 15, 2004).

It is our opinion that the site is suitable for the intended use provided the recommendations presented in this report and the referenced geotechnical report are considered for final planning and structural design, and implemented during construction. Rancho Penasquitos Skate Park

Project No. 4511-A01 Log No. 04-1101

RECOMMENDATIONS

The recommendations presented in the referenced geotechnical report (Ninyo & Moore Geotechnical & Environmental Sciences Consultants, September 26, 2002 and April 15, 2004) are considered to remain in effect, except where superseded by addendum recommendations or as specifically recommended herein.

It is our understanding that the recommendations and soil criteria contained in the referenced geotechnical report will be implemented in the design of the structures.

Site drainage is important for long-term stability and performance of site improvements. Recommended drainage system presented in the referenced geotechnical reports should be properly implemented into all designs. Also, drainage devices need to be regularly maintained.

LIMITATIONS

This report has been prepared in accordance with generally accepted geotechnical practices our work is considered to be in accordance with the usual standards of the profession and with local practice. No other warranty is expressed or implied as to the professional advice or data included in this report.

REFERENCES

- 1. Ninyo & Moore Geotechnical & Environmental Sciences Consultants, Preliminary Geotechnical Evaluation Report, Penasquitos Skate Park, San Diego, CA, Project no. 10473001, dated September 26, 2002.
- 2. Ninyo & Moore Geotechnical & Environmental Sciences Consultants, Clarification of Conclusion Section, Penasquitos Skate Park, dated April 15, 2004.

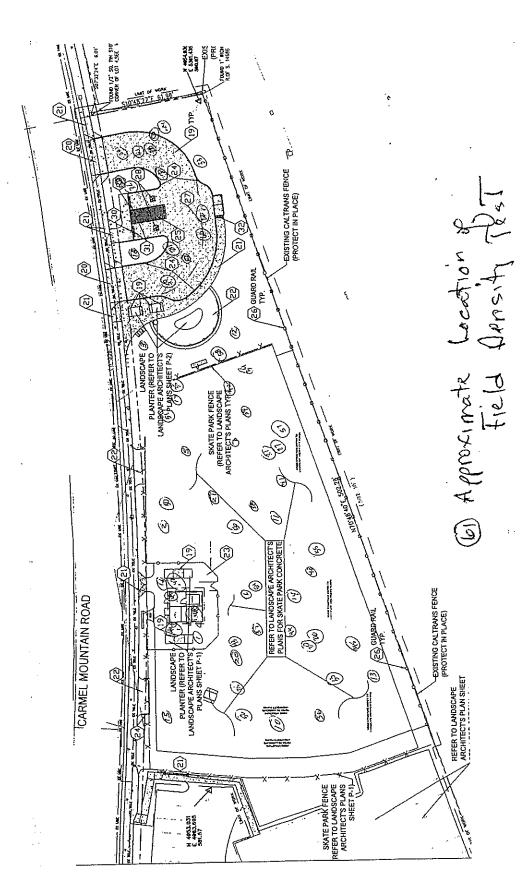


Table 1 Laboratory Compaction Test Results

Lab No.	Description	Dry Density PCF	Optimum Moisture, %
4363	Gray Silty Fine Sand	118.5	14.0
4380	Yellow Silty Fine Sand with Fine Gravel	123.5	10.0

Table 2
Field Density Test Results

Test			Depth/	Moisture	Dry	Curve	Relative	Test	
No.	Date	Location	Elev.	Content	Density	No.	Comp.	Type	Remarks
110.	Date	Document	(Feet)	(%)	(pcf)	110.	% Comp.	Type	Remarks
1	9/10/04	See Figure 1	-2' EG	13.3	111.6	4363	94	NU	
2	9/10/04	See Figure 1	-2' EG	12.8	113.2	4363	96	NU	
3	9/10/04	See Figure 1	-2' EG	13.1	110.9	4363	94	NU	
4	9/10/04	See Figure 1	-1' EG	13.5	112.9	4363	95	NU	
5	9/10/04	See Figure 1	-1' EG	12.7	113.4	4363	96	NU	
6	9/13/04	See Figure 1	-2' EG	15.7	108.7	4363	92	NU	
7	9/13/04	See Figure 1	-2' EG	14.6	111.3	4363	94	NU	
8	9/13/04	See Figure 1	-2' EG	14.7	109.4	4363	92	NU	
9	9/13/04	See Figure 1	-2' EG	13.5	112.3	4363	95	NU	
10	9/13/04	See Figure 1	-2' EG	15.2	108.5	4363	92	NU	
11	9/13/04	See Figure 1	-2' EG	14.3	109.7	4363	93	NU	
12	9/13/04	See Figure 1	-2' EG	13.8	110.3	4363	93	NU	•
13	9/14/04	See Figure 1	-2' EG	12.3	107.1	4363	91	NU	
14	9/14/04	See Figure 1	-2' EG	12.7	109.3	4363	92	NU	
15	9/14/04	See Figure 1	-1' EG	13.4	109.7	4363	93	NU	
16	9/14/04	See Figure 1	-1' EG	15.2	108.6	4363	92	NU	
17	9/14/04	See Figure 1	-1'EG	14.4	112.4	4363	95	NU	
18	9/14/04	See Figure 1	EG	13.8	111.2	4363	94	NU	
19	9/14/04	See Figure 1	EG	15.4	108.4	4363	91	NU	
20	9/14/04	See Figure 1	EG	15.5	112.8	4363	95	NU	
21	9/14/04	See Figure 1	EG	15.0	110.7	4363	93	NU	
22	9/15/04	See Figure 1	+1.5'EG	12.4	111.0	4363	94	NU	
23	9/15/04	See Figure 1	+2.5EG	9.1	110.5	4380	90	NU	
24	9/15/04	See Figure 1	+2.5EG	9.6	111.6	4380	90	NU	
25	9/15/04	See Figure 1	-2' EG	14.2	106.7	4363	90	NU	
26	9/15/04	See Figure 1	-2' EG	14.6	105.0	4363	89	NU	Failed
27	9/15/04	See Figure 1	-2' EG	13.5	102.8	4363	87	NU	Failed
28	9/16/04	See Figure 1	FSG	9.9	117.0	4380	95	NU	
29	9/16/04	See Figure 1	+1.5EG	10.9	111.3	4380	90	NU	
30	9/16/04	See Figure 1	-2' EG	15.1	108.5	4363	92	NU	Retest 26
31	9/16/04	See Figure 1	-2' EG	14.6	107.7	4363	91	NU	Retest 27
32	9/17/04	See Figure 1	FSG	9.2	118.5	4380	96	NU	
33	9/17/04	See Figure 1	FSG	9.5	118.6	4380	96	NU	
34	9/17/04	See Figure 1	+2' EG	10.1	112.9	4380	91	NU	
35	9/17/04	See Figure 1	+2' EG	9.6	113.8	4380	92	NU	

Test			Depth/	Moisture	Dry	Curve	Relative	Test	
No.	Date	Location	Elev.	Content	Density	No.	Comp.	Type	Remarks
	240		(Feet)	(%)	(pcf)	1,0,	%	1)10	x comand
36	9/21/04	See Figure 1	EG	11.4	113.4	4380	92	NU	
37	9/21/04	See Figure 1	EG	11.7	113.7	4380	92	NU	
38	9/21/04	See Figure 1	EG	10.6	116.3	4380	94	NU	
39	9/21/04	See Figure 1	EG	10.9	114.4	4380	93	NU	
40	9/21/04	See Figure 1	EG	11.3	115.7	4380	94	NU	
41	9/21/04	See Figure 1	EG	11.8	112.8	4380	91	NU	
42	9/21/04	See Figure 1	EG	10.7	113.6	4380	92	NU	
43	9/22/04	See Figure 1	+2' EG	10.2	113.2	4380	92	NU	
44	9/22/04	See Figure 1	+2' EG	9.2	111.2	4380	90	NU	
45	9/22/04	See Figure 1	+2' EG	9.8	112.2	4380	91	NU	
46	9/23/04	See Figure 1	+1' EG	10.4	113.4	4380	92	NU	
47	9/23/04	See Figure 1	+1' EG	11.3	113.9	4380	92	NU	
48	9/27/04	See Figure 1	+1.5 EG	10.2	118.3	4380	96	NU	
49	9/27/04	See Figure 1	+1.5'EG	10.0	120.3	4380	97	NU	
50	9/27/04	See Figure 1	FSG	9.6	117.8	4380	95	NU	
51	9/27/04	See Figure 1	FSG	9.2	118.7	4380	96	NU	· · · · · · · · · · · · · · · · · · ·
52	9/27/04	See Figure 1	FSG	9.6	119.0	4380	96	NU	
53	9/27/04	See Figure 1	FSG	9.9	118.6	4380	96	NU	
54	9/27/04	See Figure 1	FSG	10.3	118.4	4380	96	NU	
55	9/27/04	See Figure 1	FSG	9.1	120.4	4380	98	NU	
56	9/27/04	See Figure 1	FSG	9.4	118.5	4380	96	NU	
57	9/27/04	See Figure 1	FSG	9.9	118.9	4380	96	NU	
58	9/27/04	See Figure 1	FSG	10.9	119.7	4380	97	NU	
59	9/27/04	See Figure 1	FSG	10.8	120.1	4380	97	NU	
60	9/27/04	See Figure 1	FSG	10.6	118.2	4380	96	NU	
61	9/27/04	See Figure 1	FSG	10.6	118.9	4380	96	NU	

		,							
						4-1-4			

Note: EG - Existing Grade



Orange/Orange County:

Phone: 714.632.2999 - FAX: 714.632.2974

2992 E. La Palma Ave, Suite A, Anaheim, CA 92806

San Diego/Imperial County:

Phone: 858.537.3999 - FAX: 858.537.3990 7313 Carroll Rd. Suite G, San Diego, CA 92121

Inland Empire:

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Los Angeles/Ventura County:

Phone: 818.833.8100 - FAX: 818.833.0085

13010 San Fernando Road, Unit 1, Sylmar, CA 91342

Dispatch: (800) 491-2990



PROJECT LISTINGS:

Highways; Streets; Airfield Paving; Parking Lots

Garages; Vehicle Maintenance; Parking Decks

Commercial Buildings; Shopping Centers

Educational Facilities; Classrooms

Office Buildings; Industrial Parks

Hospitals & Medical Facilities

Utilities; Gas, Water, Electric

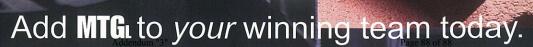
Auditoriums & Theaters

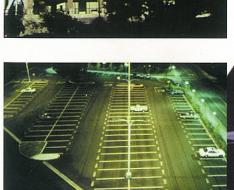
Postal Facilities

























RFP for Design Build Services for

RANCHO PENASQUITOS SKATE PARK IMPROVEMENTS DESIGN-BUILD CONTRACT

CITY OF SAN DIEGO

Public Works Contracting Group 1010 Second Avenue, Suite 1400, MS 614C San Diego, CA 92101 Attn: Contract Specialist

BID NO.: K-13-5742-DB1-2

SAP NO.: S-12002 CLIENT DEPARTMENT: 1714 COUNCIL DISTRICT: 1 PROJECT TYPE: GB

Submitted by

HTA ENGINEERING & CONSTRUCTION, INC.

5450 Complex Street, Suite 303 San Diego, California 92123 License No.: 798372

March 14, 2013

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

March 14, 2013

City of San Diego Public Works Contracting Group 1010 Second Avenue, Suite 1400, MS 614C San Diego, CA 92101

Re: Rancho Penasquitos Skate Park Improvements Design-Build Contract

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

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

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

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

Please call me if you have any questions.

Sincerely,

Tim Askar President

Hot - Aska

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

Rancho Penasquitos Skate Park Improvements Design-Build Contract

Table of Contents

- 1. Identification of the Design-Builder
- 2. Addenda to this RFP
- 3. Exceptions to this RFP
- 4. Executive Summary
- 5. Project Team
- 6. Related Experience
- 7. Technical Approach and Design Components Skate Elements & Shade Structures
- 8. Technical Approach and Design Concept Site Access
- 9. Equal Employment and Contracting Opportunity (EOCP)

Identification of the Design-Builder

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

Rancho Penasquitos Skate Park Improvements Design-Build Contract

Technical Proposal

1 - Identification of the Design-Builder:

- a. <u>Legal name & address of the company:</u>
 HTA Engineering & Construction, Inc.
 5450 Complex Street, Suite 303, San Diego, CA 92123
- b. <u>Legal form of company:</u>

Corporation, Date of Incorporation: 1/22/2002

HTA has been doing business in San Diego since incorporation

FIN: 61-1403228

State Tax ID: 227-9620-5

- c. HTA is not a subsidiary
- d. Address of offices in San Diego County:
 5450 Complex Street, Suite 303, San Diego, CA 92123
 Tel 858-598-6855, Fax 858-836-1263
- e. Number of years in San Diego: 11 years
- f. <u>Number of employees in San Diego:</u> Please refer to the Monthly Employment Report in the EECO section of the technical proposal.
- g. <u>City of San Diego Business License</u>: B2003002053
 <u>State Contractor's License</u> No: 798372, Classification A, Exp. 7/31/2014
 <u>Professional Engineering License</u>: The president of HTA is a PE License
 Number C48765, Expiration 9/30/2014
- h. Name of person to contact concerning the proposal:

 Morey Rahimi, Estimator

 HTA Engineering & Construction, Inc.
 5450 Complex Street, Suite 303, San Diego, CA 92123

 Tel 858-598-6855, Fax 858-836-1263, Email Morey@htaenq.com

Addenda to this RFP

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

Rancho Penasquitos Skate Park Improvements Design-Build Contract <u>Technical Proposal</u>

2 - Addenda to the RFP:

We hereby confirm that there have been three addenda issued to the RFP:

- Addendum 1
- Addendum 2
- Addendum 3

Exceptions to this RFP

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

Rancho Penasquitos Skate Park Improvements Design-Build Contract <u>Technical Proposal</u>

3 - Exceptions to the RFP:

We hereby confirm that we have no exceptions to this RFP.

Executive Summary

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

Rancho Penasquitos Skate Park Improvements Design-Build Contract

Technical Proposal

4 - Executive Summary:

The skate park is located in the Rancho Penasquitos Community, on Carmel Mountain Road, west of Freeport Road. The Rancho Penasquitos Skate Park is visible driving along SR-56 West. The 22,000 square foot local skate park was designed as a street oriented course catering to all ages and for all ability levels from beginners to advanced skaters.

The skate park was originally designed with a mixture of concrete and wood structures. By incorporating wooden skate structures, it allowed for those skate structures to eventually be reconfigured or relocated. Within years of constant use, the wooden structures showed signs of fatigue, required regular costly maintenance, and were ultimately taken down as maintenance proved to be costly. Currently the space where the wooden structures were once located is now empty.

The improvements of this project will include the design and construction of new concrete poured-in-place skate elements that will permanently create a lasting experience that coincides with the rest of the existing concrete skate elements in the skate park. The skate elements will complement the current street oriented course by adding three large skate elements (one Funbox with ledges, hips, and rails; one Transition/Bank Combination Ramp; and one Street Plaza that includes a Euro Gap, four stairs with rails, hubba ledges, flat ledges, curve ledge gap, a Slanted Manual Pad, and a Bump Gap) and two smaller skate elements (one Bank Ledge Element and one Manual Pad Combo) to unite the flow of the entire park.

The addition of shade structures would also improve the experience of the skate park. The Rancho Penasquitos Skate Park sits out in the sun, with very minimal shade within the skate park. As skating in the park peaks in the afternoon, it is apparent there is little to no relief from the sun. To alleviate the heat, we propose to install four shade structures within the skate park in three locations to create areas where a breather from the sun can be taken.

Importantly, accessibility upgrades are required. ADA Standards have been revised multiple times since the design of the skate park in 2004. 2010 ADA Standards have now been implemented and have called for improvements to the "accessibility" features

that currently exist. To create a completely accessible path of travel, we will repair/replace non-compliant concrete walkway slopes to and from the accessible parking spaces, passenger loading zone and the skate park.

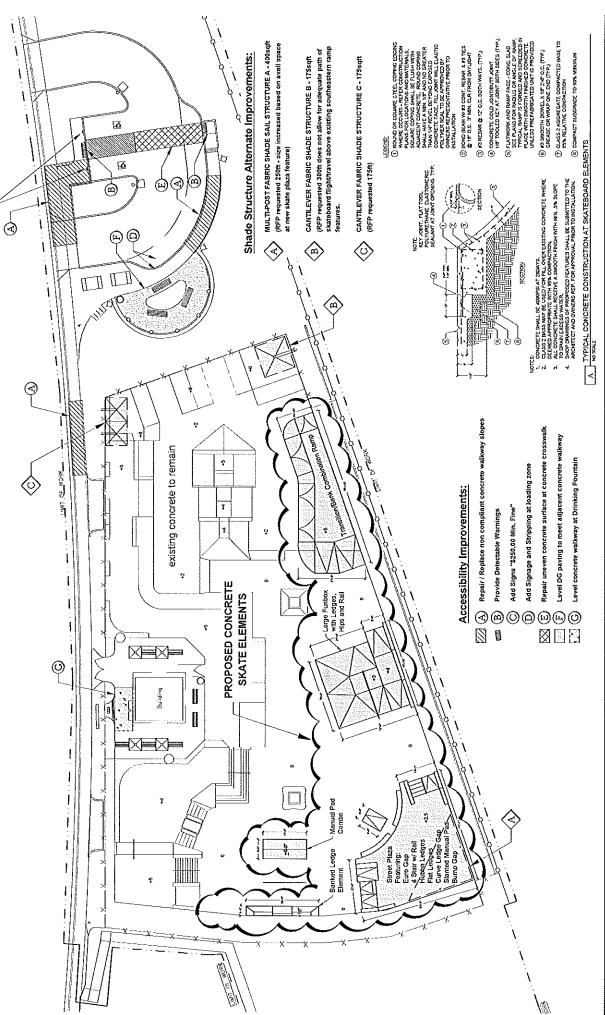
This project is designed to provide a complete turn-key project ready for acceptance by the City of San Diego for public use.

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

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

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

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



0



RANCHO PENASQUITOS SKATEPARK SAN DIEGO, CA





Project Team

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

Rancho Penasquitos Skate Park Improvements Design-Build Contract

Technical Proposal

5 - Project Team:

The project team consists of the following: General Contractor, State of California Landscape Architect, Skate Park Design Professional, Manufacturer/Installer of Shade Structures.

General Contractor:

HTA Engineering & Construction, Inc.

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

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

President: Tim Askar

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

State of California Landscape Architect:

Schmidt Design Group, Inc.

2655 Fourth Avenue, San Diego, CA 92103

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

Contact for this project: Jeff Justus, Senior Associate & Head of Production, Landscape Architect No. 4028, jjustus@schmidtdesign.com, Cell 619-884-8792. Please refer to the attached documents regarding the qualification of Schmidt Design Group and other members of the design team, provided by Schmidt Design Group, Inc.

Skate Park Design Professional:

Schmidt Design Group, Inc.

2655 Fourth Avenue, San Diego, CA 92103

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

Contact for this project: Aric Sanders, Affiliate ASLA, <u>asanders@schmidtdesign.com</u>. Please refer to the attached documents regarding the qualification of Schmidt Design Group and other members of the design team, provided by Schmidt Design Group, Inc.

Shade Structure Manufacturer/Installation:

SHADE STRUCTURES

USA SHADE & Fabric Structures, Inc.

350 Kalmus Drive, Costa Mesa, CA 92626 (West Coast Headquarters)

Tel 714-427-6981, Fax 714-427-6982

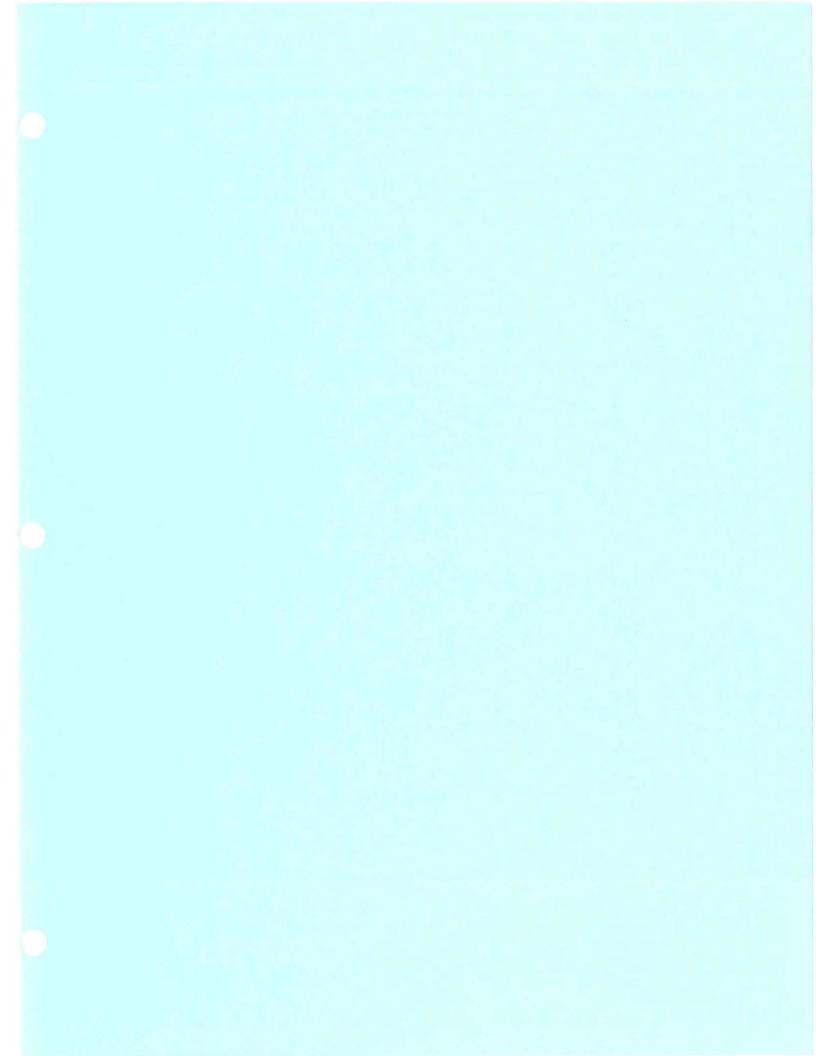
Contact: Patti Abrecht, Senior Architect Specialist, <u>pabrecht@usa-shade.com</u>. Please see attached excerpts from company brochure.

Please refer to the attached organizational chart.

City of San Diego HTA Engineering & Construction, Inc. General Contractor Morey Rahimi 858-598-6855 Fax 858-836-1263

Schmidt Design Group Inc.
State Licensed Landscape Architect &
Skate Park Design Professional
Jeff Justus & Aric Sanders 619-236-1462
Fax 619-236-8792
www.schmidtdesign.com

USA SHADE & Fabric Structures, Inc.
Shade Structures Supplier & Installation
Patti Abrecht 714-427-6981
Fax 714-427-6982
www.usa-shade.com



Hatim (Tim) Askar

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

Education:

Bachelor of Science, Civil Engineer, and Professional

Engineer (PE)

Experience:

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

Construction, Inc. of San Diego, California.

HTA is a general engineering contractor, specialized in the Construction of Public Works projects, including Roadway Construction, Street Widening and Improvements, Underground Utilities, the Construction of Public parks, Parking Lots, Synthetic Turf Ball Fields, Playground Areas and General Site Work Projects

Projects:

Gale McCandliss Memorial Park Improvements, City of

Chula Vista

Doyle Community Park Improvements, City of San Diego Old Trolley Barn Park Play Area Improvements, City of

San Diego

Montiel Park, Phase I, City of San Marcos

Golden Hill Recreation Center Pay Area Improvements,

City of San Diego

Lamar Park, Phase I, County of San Diego

Ocean Beach Park Renovation, City of San Diego

References:

Available upon request

Morteza (Morey) Rahimi

5450 Complex Street, Suite 303 San Diego, California 92123 Tel 858-598-6855, Fax 858-836-8638

Education:

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

Experience:

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

HTA is a General Engineering Contractor, specialized in the construction of Public Works Projects, including the Construction of Public Parks, Parking Lots, Roadway Construction, Street Widening and Improvements, Underground Utilities, Synthetic Turf Ball Fields, Playground Areas, and General Site Work Projects

Projects:

Gale McCandliss Memorial Park Improvements, City of

Chula Vista

Doyle Community Park Improvements, City of San Diego Old Trolley Barn Park Play Area Improvements, City of

San Diego

Montiel Park, Phase I, City of San Marcos

Golden Hill Recreation Center Pay Area Improvements,

City of San Diego

Lamar Park, Phase I, County of San Diego

Ocean Beach Park Renovation, City of San Diego

References:

Available upon request

City of San Diego



Small Local Business EnterpriseCertification

HTA Engineering and Construction, Inc.

Emerging Local Business Enterprise (ELBE)

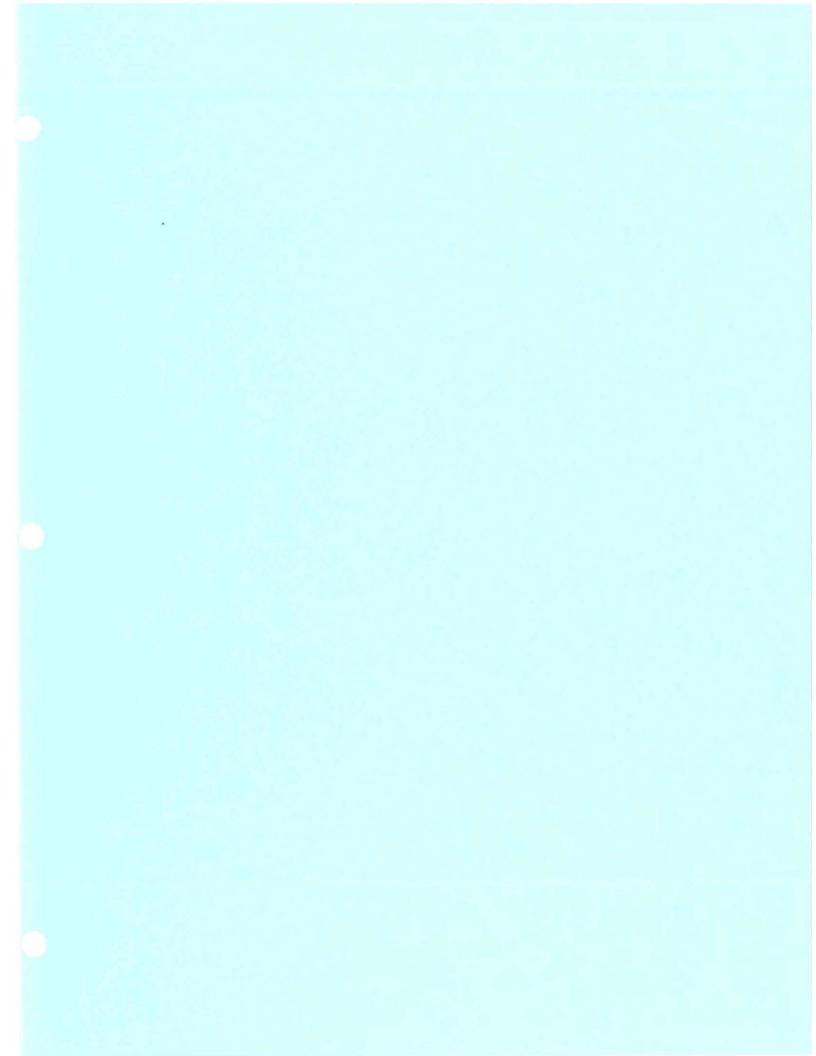
Construction (NAICS: 237110, 237310, 237990, 238110)

Certification Number: 10HT0013

Effective Date: 07/01/2012

Expiration Date: 07/01/2014

Debra Fischle-Faulk Administration Department Director



ABOUT THE FIRM

Schmidt Design Group, Inc.

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, Schmidt Design Group has received more than 90 local, state and national awards for design and technical excellence. 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.

With a former professional skateboarder on staff Schmidt Design Group is well-versed and experienced in understanding key design elements of flow volume and traffic patterns within skate parks. The firm understands the detailed relations between skate park features, age appropriate rider skill sets and expectations, daily long-term skate park use and creative feature design.

Experience in the Public Sector

Schmidt Design Group has successfully created more than 200 public places and projects for more than 50 municipalities within the Southwest. Experience examples include:

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



Rancho Peñasquitos Skate Park, San Diego, CA



La Mesa Skate Park, La Mesa, CA



Rancho Peñasquitos Skate Park, San Diego, CA



GLEN SCHMIDT, FASLA

Principal-In-Charge

PROFESSIONAL LICENSE

Registered Landscape Architect CA #2138 NV #219 AZ #34139

EDUCATION

Bachelor of Science Environmental Planning and Management 1977, University of California at Davis

PROFESSIONAL AFFILIATION

- Member, American Society of Landscape Architects
- Member, California Parks and Recreation Society
- · Member, U.S. Green Building Council
- · Member, Urban Land Institute
- Member, Society of Marketing Professionals

Glen Schmidt's 35 years of planning and landscape architectural design experience for innovative projects within the Southwest have earned him a reputation for professionalism, quality, artistic integrity and environmental sensitivity. Mr. Schmidt is the lead design professional in the firm. The projects he has designed have won more than 90 local, state and national awards for design and technical excellence. Mr. Schmidt has been invited to speak at more than 50 conferences. In 2005, Mr. Schmidt was inducted as a Fellow in the American Society of Landscape Architects, a national honor based on his "significant works of landscape architecture" over an extended period of time.

FACILITATOR

Mr. Schmidt is skilled and experienced in leading public meetings. On numerous occasions, he has demonstrated his ability to integrate the ideas of diverse public and municipal groups toward a consensus which reflects the concerns of all involved. He is also a skilled presenter and has led many educational seminars and talks conveying technical issues to a wide range of audiences at local, state and national levels.

RELEVANT PROJECT EXPERIENCE:

- Rancho Peñasquitos Skate Park, San Diego, CA
- · Krause Family Skate Park. San Diego, CA
- · La Mesa Skate Park, La Mesa, CA
- Winding Walk Park and Skate Area, Chula Vista, CA
- · Pacific Breezes Community Park and Skate Area, San Diego, CA
- · Del Sur Neighborhood Park and Skate Area, San Diego, CA
- · Connors Park and Skate Area, San Marcos, CA
- •Montgomery Waller Skate Park GDP, San Diego, CA
- · Pine Avenue Park, Carlsbad, CA
- Mt. San Miguel Neighborhood Park, Chula Vista, CA
- · Silver Strand "Nature's Bridge to Discovery", Coronado, CA
- · Cottonwood Creek Park, Encinitas, CA
- · Mission and Ash Neighborhood Park, Escondido, CA
- · Briercrest Park, La Mesa, CA
- · Junior Seau Sports Complex, La Mesa, CA
- · Valle Verde Park, Poway, CA
- · Camino Ruiz Neighborhood Park, San Diego, CA
- · Children's Park, San Diego, CA
- · Horton Plaza Park, San Diego, CA
- · Ocean Air Park, San Diego, CA
- · Views West Sports Park, San Diego, CA
- · West Lewis Mini-Park, San Diego, CA
- · Walnut Grove Community Park, San Marcos, CA



SCHMIDT DESIGN GROUP, INC.

JEFF JUSTUS, RLA

Senior Associate, Head of Production Project Manager

PROFESSIONAL LICENSE

Registered Landscape Architect, CA #4028
Certified Playground Safety
Inspector # 2308-1106
California Licensed Landscape
Contractor #C-27 #631473 (inactive)
Certified Landscape Irrigation Auditor
CA #85457

EDUCATION

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

PROFESSIONAL AFFILIATION

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

Jeff Justus has 25 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:

Member, Independent Rates Oversight Committee (IROC), San Diego, 2012-Present.

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

RELEVANT PROJECT EXPERIENCE:

- · Rancho Peñasquitos Skate Park, San Diego, CA
- · La Mesa Skate Park, La Mesa, CA
- · Winding Walk Park and Skate Area, Chula Vista, CA
- · Pacific Breezes Community Park and Skate Area, San Diego, CA
- · Del Sur Neighborhood Park and Skate Area, San Diego, CA
- · Connors Park and Skate Area, San Marcos, CA
- · Montgomery Waller Skate Park GDP, San Diego, CA
- · Mt. San Miguel Neighborhood Park, Chula Vista, CA
- · Cottonwood Creek Park, Encinitas, CA
- · Westside Park, Escondido, CA
- · El Norte Park, Escondido, CA
- · Garden Road Park, Poway, CA
- · Lake Skinner Recreation Area, Riverside, CA
- · Angier Elementary School Park, San Diego, CA
- · Camino Ruiz Park, San Diego, CA
- · Colina Del Sol Park Renovation, San Diego, CA
- · Kate Sessions Park Renovation, San Diego, CA
- OB Playground Renovation, San Diego, CA
- · Ocean Air Park, San Diego, CA
- · Penasquitos Creek Park, San Diego, CA
- Road Runner Park, San Diego, CA
- · Via Del Norte Park, San Diego, CA
- · Views West Sports Park, San Diego, CA
- · Walnut Grove Park, San Marcos, CA



SCHMIDT DESIGN GROUP, INC. www.schmidtdesign.com

ARIC SANDERS

Landscape and Skate Park Designer

EDUCATION

Mifflin High School Graduate, Columbus, Ohio

PROFESSIONAL AFFILIATIONS

- Member, American Society of Landscape Architects
- · Rady Children's Hospital CBU
- Skateboard Brand Owner, Antithesis Skateboard Company

Mr. Sanders, a former professional skateboarder of eight years, has 33 years experience skating and 30 years of experience in riding skate parks. He has held sponsorships with companies such as Powell Skateboards, Bones Wheels, Adio Footwear, Planet Earth Clothing and Willy's Workshop. He has appeared in over a dozen magazines and videos for publications such as Thrasher Magazine and Bluetorch Television.

Mr. Sanders has served as a skateboarding competition judge for both professional and amateur events for the last ten years and is a brand owner of Antithesis Skateboard Company.

Mr. Sanders, a former design team member for the prefabricated skate park company Skatewave, has been employed with Schmidt Design Group Inc. for seven years. He brings a wealth of knowledge to the Schmidt Design Group team in regards to his extensive understanding key design elements of flow volume and traffic patterns within skate parks including, but no limited to:

- Expert experience
- · Detailed relations between skate park features
- · Daily and long-term skate park use
- · Age appropriate rider skill sets and expectations
- · Creative feature design
- · Critical dimensioning of skate features

RELEVANT PROJECT EXPERIENCE:

- · Rancho Peñasquitos Skate Park, San Diego, CA
- Pacific Breezes Community Park and Skate Area, San Diego, CA
- · Del Sur Neighborhood Park and Skate Area, San Diego, CA
- · Connors Park and Skate Area, San Marcos, CA
- · Montgomery Waller Skate Park GDP, San Diego, CA
- · Mt. San Miguel Neighborhood Park, Chula Vista, CA
- · Children's Park, San Diego, CA
- · Pine Avenue Park, Carlsbad, CA
- · Horton Plaza Park, San Diego, CA
- · Ocean Air Park, San Diego, CA
- · West Lewis Mini-Park, San Diego, CA





THE CITY OF SAN DIEGO

June 14, 2012

Schmidt Design Group, Inc. Glen Schmidt 2655 Fourth Avenue San Diego, CA 92103

Subject: Small Local Business Enterprise Certification

Dear Glen:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 12SD0752 and your classification is Professional Services. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective June 11, 2012. This certification expires on June 11, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to https://pro.prismcompliance.com select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail pjordan@sandiego.gov.

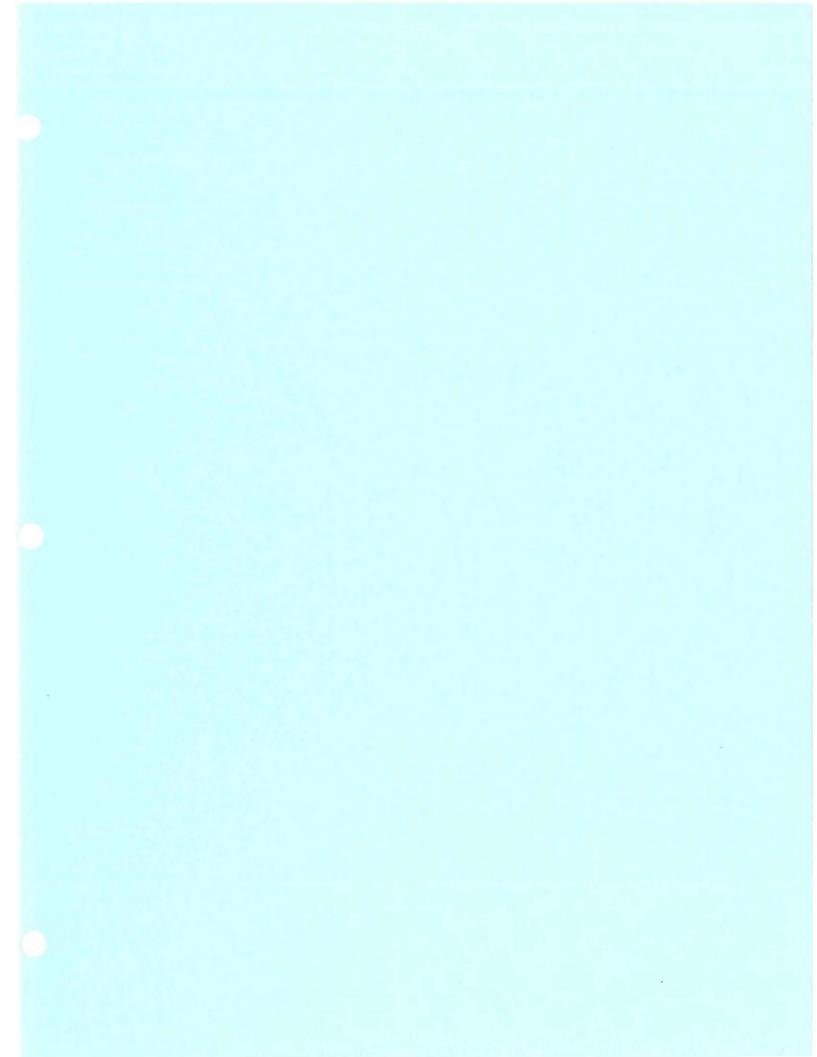
If you have any questions please call 619-236-6297.

Thank you,

schle-fault

Department Director







West Coast Headquarters 350 Kalmus Drive, Casta Mesa, CA 92626 P 7 14,427,6981 F 714,427,6982 TF 800,50,5HADE

USA SHADE & Fabric Structures, Inc. features five well established brands: Sun Ports and Shade Structures focus on modular shade structures, FabriTec Structures offers high-end tensile fabric structures, VPS (Vehicle Protection Structures) specializes in hall protection for the automotive industry and Shade Concepts focuses on the wholesale and distribution arena.

The company boasts an experienced sales, design, enginerering and marketing force as well as manufacturing capabilities unequalled in the shade industry. Chairman Basil Haymann notes, "The combined entity generates synergies across the board and enables us to be the largest and most capable shade and fabric structure company in the world."

Sun Ports, Shade Structures and FabriTec all began operations in the early 1990's. The companies were formed as a result of the success of fabric structures in the European, Australian and South African markets. Fabric structures are now a popular alternative to conventional shade canopies for architects, builders and other designers focused on sun and weather protection. The applications for fabric structures are endless and the designs are often highly imaginative and innovative.

The selection of a company to provide shade and weather protection is a critical decision. Choosing the wrong company can subject clients to numerous problems including: inferior and/or unsafe products, improper installation, construction delays, budget overruns, meaningless warranties, poor service, and more. As the proven leader in the shade industry with over 200,000 installations nationwide in an unparalleled diversity of market segments, USA SHADE offers products and services that competitors are simply unable to match.

USA SHADE uses the most advanced technology and materials available to manufacture both fabric and structural components. The fabrics offered include: PTFE (Teflon coated fiberglass) PVC (vinyl coated polyester) and HDPE, a Polyethylene mesh which is carefully woven to block out up to 98% of the sun's harmful UV rays. The mesh fabrics also allow for cool air circulation in stark contrast to conventional canvas covers which block the sun but trap the heat. The company manufactures everything in-house and utilizes sandblasted, powder-coated steel support frames and cutting-edge stainless steel connection components first engineered for the yachting industry. USA SHADE has invested heavily in technology upgrades and increased capacity by adding 30,000 square feet of new office space and fabric sewing facilities. With over 250,000 cumulative square feet of manufacturing space featuring state-of-the-art equipment, USA SHADE expects to see annual revenues in excess of \$60 million dollars in the near future.

In addition to having a uniquely superior product line, perhaps the greatest asset of USA SHADE is the service provided by a staff of over 250 of the most talented professionals in the shade industry. USA SHADE offers clients comprehensive in-house design/build services. The company handles every aspect of a project including: contract specifications, budgeting, feasibility studies, conceptual rendering and modeling, engineering, fabrication, manufacturing, project management and complete installation. The design team utilizes the most sophisticated 3D computer technology available; their innovations and designs have earned the company numerous awards. With numerous highly skilled construction crews nationwide, projects are completed on time and on budget. As USA SHADE has grown, so have the ideas, innovations and capabilities that it offers. USA SHADE will continue to lead the way in fabric structure design and technology for years to come.

For more information, contact our Senior Architectural Specialist Patricia Abrecht (949) 466-4592 or pabrecht@usa-shade.com











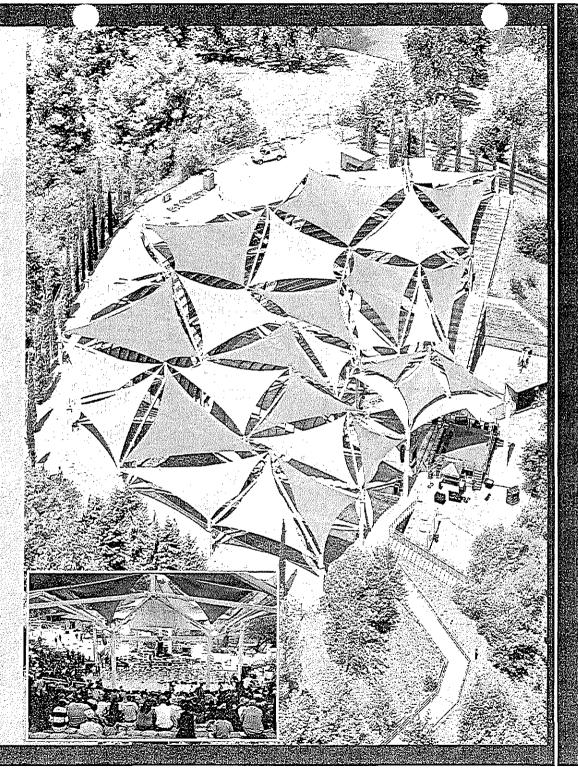
DSA APPROVED &

Shade Structures is proud to have been the first fabric structure designer/manufacturer in California to receive Division of the State Architect (DSA) approval. We are the leader in providing California state schools with the highest quality and largest selection of DSA pre-approved fabric shade structures. Our products provide the ultimate in shade and weather protection while enhancing the aesthetic appeal of any school or educational facility. Our structures come in many shapes and sizes, allowing us to provide functional solutions for many outdoor locations including eating areas, playgrounds, walkways, multi-purpose facilities and much more.

Our fabric structures are permanent installations requiring very low maintenance while providing years of safe shade. Shade Structures is a complete design/build company and we utilize our own inhouse engineering team to provide custom DSA solutions. We have been very successful in using other fabrics and custom shapes to meet more inspired designs allowing a true functional architectural structure to be created. Trust Shade Structures to provide the ultimate solutions for your DSA needs!



Our "UV Man" logo symbolizes our commitment to safety and fun in the sun. Shade Structures: Screen the Sun, Keep the Fun!

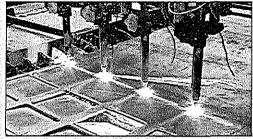




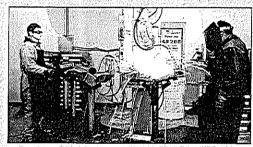
愛 Manufacturing & Construction—

Manufacturing ==

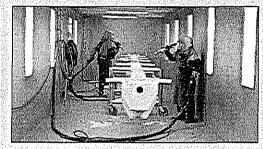
At Shade Structures, we recognize that the structural integrity and quality of our products are critical to the long term success of our business. Our 80,000 square foot steel fabrication plant is certified by the International Accreditation Services board (IAS) as meeting or exceeding, the highest standards of the steel fabrication industry. The plant has been custom designed and utilizes state-of-the-art equipment including robotic welders, computerized roll benders, custom swedgers, massive sand blast booths and powder coat ovens and booths.



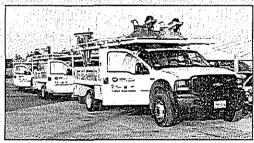
Plasma Steel Cutter



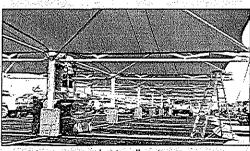
Robotic Arm for Specialty Welding



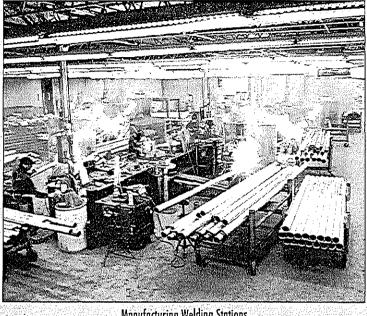
Sandblasting & Powder Coating Booth



Nationwide Construction Crews



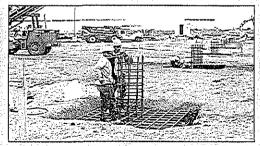
Fabric Installation



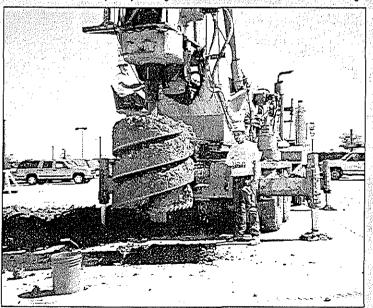
Manufacturing Welding Stations

Construction =

At Shade Structures, we offer the most experienced. well-trained and dedicated specialty construction professionals available in our industry. With over 40 construction crews operating nationwide, we have built thousands of successful projects on time and on budget. We have highly skilled and certified rope access workers for our larger scale projects and are registered and compliant with both the Occupation Safety & Health Administration (OSHA) and the US Department of Transportation (DOT) programs which attest to our high level of safety and professionalism.



Spread Footings



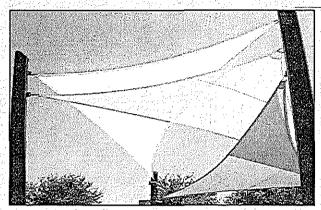
Footing Drilling

=Fabric & Steel 🖫



Quality Fabrics ===

At the core of all our modular and custom structures are the fabrics that we utilize to create some of the most architecturally innovative and aesthetically appealing fabric structures in the world. We use the best materials available including vinyl coated polyester (PVC), Teflon® coated fiberglass (PTFE) and HDPE, a high density polyethylene mesh which can block out up to 96% of the sun's harmful UV-A & UV-B rays. The fabrics are selected to meet the specific project requirements as well as our clients' individual needs and desires. We offer a variety of materials with varying degrees of translucency, light reflectivity, UV and weather protection, fire retardancy and non-combustibility. Certain fabrics offer self-cleaning surfaces and all are easily maintained to preserve their appearance and ensure a lona life.



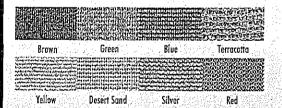
Vibrant Fabrics and Sturdy Steel

Fabric Colors ____

Colourshade FR Fabric Shadesure Fabric

Colourshade® FR (fire rated) fabrics carry a comprehensive manufacturers warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration.

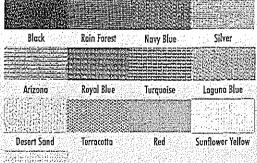
Shadesure® fabrics carry a comprehensive manufacturers warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration.













Fabric Protection ____

Our fabric is scientifically designed to block out up to 96% of the sun's harmful UV-A & UV-B rays and protect both adults and children from sunburn, heat exhaustion. sun stroke and skin cancer.

- Skin cancer is the most common form of cancer in the United States. More than one million skin cancers are diagnosed annually.
- · One in five Americans will develop skin cancer in the course of their lifetime.
- About 90% of non-melanoma skin cancers are associated with exposure to ultraviolet (UV) radiation from the sun.
- Melanoma accounts for about 3% of skin cancer cases. but it causes more than 75% of skin cancer deaths.
- . More than 20 Americans die each day from skin cancer; primarily melanoma. One person dies of melanoma almost every hour (every 62 minutes).
- One blistering sunburn in childhood or adolescence can more than double a person's chances of developing melanoma later in life.
- For more information on skin cancer awareness and sun safety visit our friends at www.skincaf.org



Fabrication Center

Standard Steel Colors ===



Black







Gray







Tan



White











DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 851280

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (<u>B&P 7124.6</u>) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- → Per <u>B&P 7071.17</u>, only construction related civil judgments reported to the CSLB are disclosed.
- ->> Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	851280		Extract Date 3/13/2013
d / hard of the same state of	USASHADE&	FABRIC STRUCTURES INC	
'Business⊦Information	Business Phone	Number: (214) 260-4539	
	8505 CHANCELLOR ROW		
Entity	DALLAS, TX 75247 Corporation		
Issue Date	12/15/2004		
Expire Date	12/31/2014		
License Status	ACTIVE		
	This license is	current and active. All informatio	n below should be reviewed.
Classifications	CLASS	DESCRIPTION	
	В	GENERAL BUILDING CONTRAC	CTOR
	CONTRACTOR	R'S BOND	
	This license filed a Contractor's Bond with WESTERN SURETY COMPANY.		
	Bond Number: 929446353		
	Bond Amount: \$12,500		
	Effective Date: 02/13/2008		
Bonding	Contractor's Bond History		
	BOND OF QUALIFYING INDIVIDUAL		
	 This license filed Bond of Qualifying Individual number 929446352 for CENTNER CLAUDE FRANCOIS in the amount of \$12,500 with <u>WESTERN</u> <u>SURETY COMPANY</u>. 		

Effective Date: 02/13/2008

BQl's Bond History

WORKERS' COMPENSATION

This license has workers compensation insurance with

AMERISURE MUTUAL INSURANCE COMPANY

Workers' Compensation

Policy Number: WC2083827

Effective Date: 08/29/2012

Expire Date: 08/29/2013

Workers' Compensation History

Personnel List

Conditions of Use | Privacy Policy Copyright © 2010 State of California

Related Experience

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

Rancho Penasquitos Skate Park Improvements Design-Build Contract

Technical Proposal

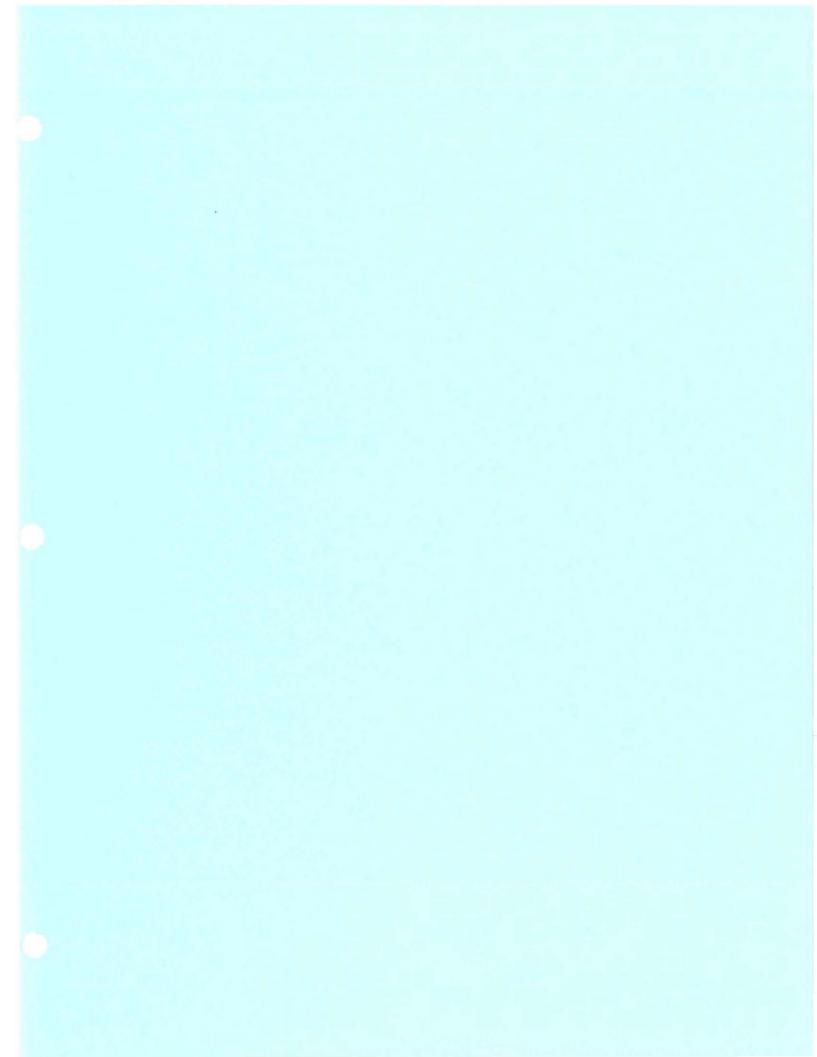
<u>6 – Related Experience:</u>

The design of this project will be the result of a collaboration of the experienced design-build team and the City of San Diego. The prime contractor of this project, HTA Engineering & Construction, Inc. (builder) will work closely with Schmidt Design Group (designer), and USA SHADE & Fabric Structures, Inc.

HTA Engineering & Construction, Inc. performs park improvement projects, concrete work, ADA improvements, and also prepares and implements WPCPs for each project in-house.

Schmidt Design Group provides quality landscape architectural and planning design, including multiple skate parks.

USA SHADE & Fabric Structures, Inc. provides and installs quality fabric shade structures nationwide.



HTA Engineering & Construction Park Projects

Project Name: - Walker Neighborhood Park Playground Upgrades Design-Build Contract

Contract Amount: \$225,000

Owner: City of San Diego, 9485 Aero Drive, San Diego, CA 92123

Completion: Current

Owner's Rep: Shelia Bose, Tel 619-533-5176

Description of work: Design build park, remove and replace the existing playground, provide

site furnishings and accessibility upgrades to surrounding areas

Project Name: - Windwood Mini Park - Play Area Upgrades

Contract Amount: \$272,700.00

Owner: City of San Diego, 9485 Aero Drive, San Diego, CA 92123

Completion: Current

Owner's Rep: Sheila Bose, Tel 619.533.4698, Fax 619.533.5476, sbose@sandiego.gov

Description of work: Upgrades and replacement of playground equipment and installation of accessible surfacing. Provide an accessible path of travel from the street right of way to the children's play area, an accessible on street parking space and a new accessible drinking

fountain and picnic table.

Project Name: Gale McCandliss Memorial Park Improvements

Contract Amount: \$171,297

Owner: City of Chula Vista, 274 Fourth Avenue, Chula Vista, CA 91910

Completion: May 2008

Owner's Rep.: Gordon Day, Project Manager, Tel 619-397-6065, Fax 619-397-6250

Project Name: Doyle Community Park Improvements

Contract Amount: \$241,169 Completion: December 2005

Owner: City of San Diego, 1010 Second Avenue, Suite 500, San Diego, CA 92101

Owner's Rep.: Zina Rummani, Resident Engr. Tel 619-980-6328

Project Name: Old Trolley Barn Park Play Area Improvements

Contract Amount: \$306,151 Completion: July 2005

Owner: City of San Diego, 1010 Second Avenue, Suite 500, San Diego, CA 92101 Owner's Rep.: Salley Amezcua, Resident Engr. Tel 858-627-3200, Fax 858-627-3297

Project Name: Montiel Park, Phase 1

Contract Amount: \$561,882 Completion: June 2005

Owner: City of San Marcos, Public Works, 201 Mata Way, San Marcos, CA 92069

Owner's Rep.: Jim Chafe, Project Manager, Tel 760-752-7550, Ext. 3305, Fax 760-752-7578

Project Name: Golden Hill Recreation Center Play Area Improvements

Contract Amount: \$202,700 Completion: December 2004

Owner: City of San Diego, 1010 Second Avenue, Suite 1400, San Diego, CA 92101

Owner's Rep.: Todd Schmit, Park Designer, Tel 619-533-6291

Project Name: Lamar Park, Phase I

Contract Amount: \$578,910 Completion: June 2004

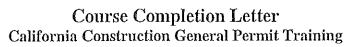
Owner: County of San Diego, 5201 Ruffin Road, Suite P, San Diego, CA 92123

Owner's Rep.: Kelly Duffek, Sr. Park Project Manager, Tel 858-694-3696, Fax 858-495-5841

Project Name: Ocean Beach Park Renovation

Contract Amount: \$104,186 Completion: August 2003

Owner: City of San Diego, 9485 Aero Drive, MS18, San Diego, CA 92123 Owner's Representative: Pirooz Etemad, Project Manager, Tel 858-573-5019





Student information [See post-course instruction below] First name: Hatim Last name: Askar
Organization: HTA Engineering & Construction
Street address. 12520 Kirkham Court, Suite 8
City, State, Zip: Poway, CA 92064
Phone number: 619-838-8683 E-mail address: yasmin@htaeng.com
Type of Course [Check one] _X Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP)
Qualified SWPPP Practitioner (QSP)
Location of Training Course Facility, City, State AGC San Diego Training Center, San Diego, CA
Dates of Training Course Month, Days, Year June 14, 15 & 16, 2011
'otal number of training hours [Record number of hours] _X 20 Hours [minimum] - Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP)
12.5 Hours [minimum] - Qualified SWPPP Practitioner (QSP)
Training Conduct by: Kelly Doyle, Jayne Janda-Timba, Paul Manning, Chris Haynes, Thom Fuller
Trainer of Record information [May use stamp or label for some or all of information]
Name: Kelly Doyle
Organization: Rick Engineering Company
Street address: 5620 Friats Road
City, State, Zip: San Diego, CA 92110
Phone number: 619-291-0707 E-mail address: kdoyle@rickengineering.com
Certificate of Qualification expiration date: August 12, 2012
Certification The subject Training Course was conducted in accordance with all of the terms and conditions of the current, signed Qualified CGP QSD/QSP Trainer of Record Agreement between the California Stormwater Quality Association (CASQA) and myself as the Qualified Trainer of Record. Based on this, the student named above has hereby attended a California State Water Resources Control Board (SWRCB) approved training course as required by SWRCB Order No. 2009-0009-DWQ. 'rainer of Record Signature: California Construction General Permit Trainer of Record (CGP-ToR)
Student: You MUST show the completed and signed original of this Course Completion Letter, along with a photo ID; to the Proctor of the QSD/QSP examinations in order to sit for the exam(s).

HTA Engineering & Construction, Inc. ADA Improvements Projects

Project Name: - North Park Library Reseal

Contract Amount: GRCS S11 Sitework L115334 Task Order # SS11005 Owner: City of San Diego, 9485 Aero Drive, San Diego, CA 92123

Completion: Current

Owner's Rep: Thaira Hammi, Tel 858.627.3271, Fax 858.495.7969, thammi@sandiego.gov Description of work: Resufacing the parking lot with 1 1/2" asphalt overlay and the required

accessibility upgrades to comply with ADA and T/24.

Project Name: Curb Ramp Installation for Undergrounding

Contract Amount: GRCS S11 Sitework L115334 Task Order # SS11009 Owner: City of San Diego, 9485 Aero Drive, San Diego, CA 92123

Completion: Current

Owner's Rep: Teri Kipnis, Tel 858.495.7844, Fax 858.627.3297, tkipnis@sandiego.gov

Description of work: Installation of ADA curb ramps

Project Name: Del Mar Avenue Improvement Project, Between Naples Street and Oxford Street

Contract Amount: \$627,263

Owner: City of Chula Vista, 1800 Maxwell Road, Chula Vista, CA 91911

Completion: November 2012

Owner's Rep: Luis Labrada, Tel 619-476-2321, Fax 619-397-6254

Description of work: Street improvement, sidewalk installation, and storm drains.

Project Name: East Village Streetscape Improvements

Contract Amount: \$761,305.97

Owner: Redevelopment Agency of City of San Diego, 9485 Aero Drive, San Diego, CA 92123

Completion: July 2012

Owner's Rep: Manuel Gonzalez, Tel 858-495-4735, Fax 858-627-3297,

mgqonzales@sandiego.gov

Description of work: Construction for the sidewalks, curbs, gutters, driveways, pedestrian

ramps, and street trees.

Project Name: Candlelight Drive Sidewalk Improvements

Contract Amount: \$53,180

Owner: City of San Diego, 9485 Aero Drive, San Diego, CA 92123

Completion: February 2012

Owner's Rep: Hiep Hoang, RE, Tel 858-495-4713, Fax 858-627-3297

Description of Work: Sidewalk improvements.

Project Name: Ilex Avenue and Hollister Street Sidewalk ADA Improvements

Contract Amount: \$199,084

Owner: City of San Diego, 9485 Aero Drive, San Diego, CA 92123

Completion: July 2011

Owner's Rep.: Alireza Heidari, Resident Engr. Tel 858-495-7863, AHeidari@sandiego.gov

Description of Work: Sidewalk ADA improvements.

Project Name: Safe Route to School, Willow Elementary School

Contract Amount: \$ 227,693

Owner: City of San Diego, 9485 Aero Drive, San Diego, CA 92123

Completion: October. 2010

Owner's Rep: Ali Heidari, Resident Engr. Tel 858-495-7863, AHeidari@sandiego.gov

Description of Work: Demo, removals, curb and gutters, driveways, AC paving, pedestrian signal timers, and street lights.

Project Name: Birdrock Elementary School ADA Improvements / Waverly Avenue

Contract Amount: \$ 118,858

Owner: City of San Diego, 9485 Aero Drive, San Diego, CA 92123

Completion: January 2010

Owner's Rep.: Thaira Hammi, Associate Engr. Tel 858-627-3271, Fax 858-495-7969,

THammi@sandiego.gov

Description of Work: Sidewalk ADA Improvements.

Project Name: Simon Levi Sidewalk Improvements

Contract Amount: \$165,500

Owner: Centre City Development Corporation, 401 "B" Street, Suite 400, San Diego, CA 92101

Completion: December. 2009

Owner's Rep.: John Anderson, Sr. Project Manager, Tel 619-533-7140, Fax 619-236-9148,

Anderson@ccdc.com

<u>Project Name:</u> Cortez Hill Streetscape Rehabilitation

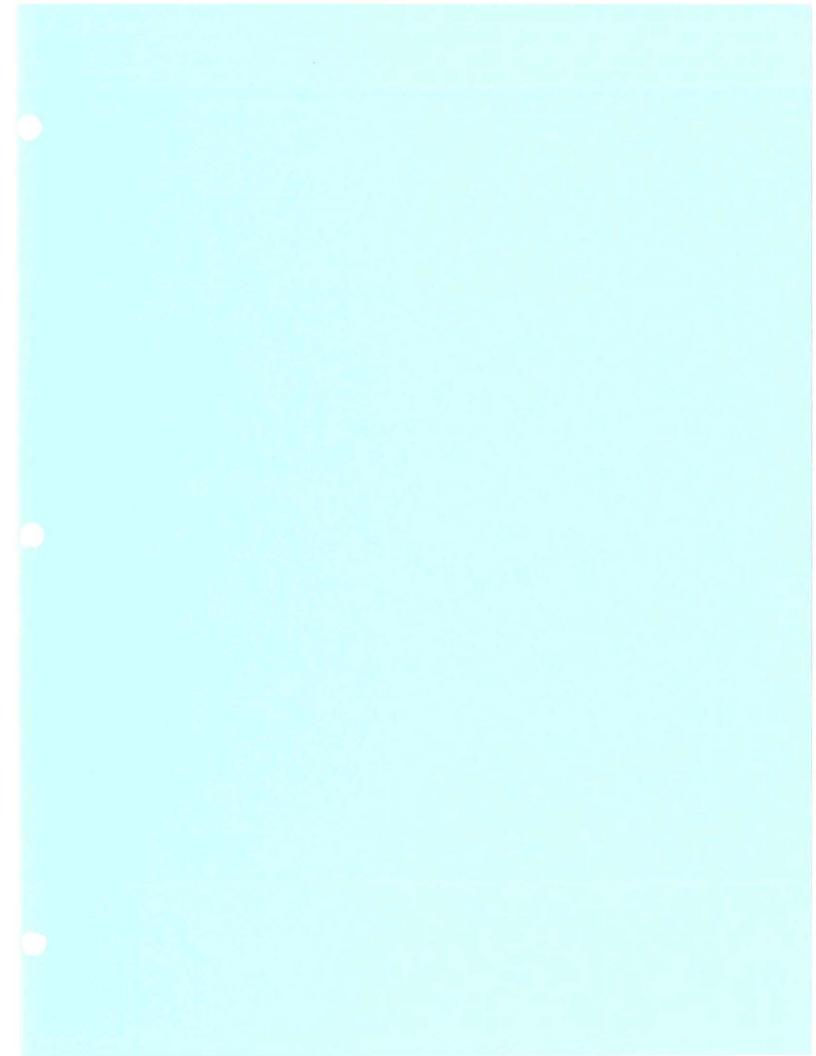
Contract Amount: \$515,198

Owner: Center City Development Corporation, 401 B Street, Suite 400, San Diego 92101

Completion: September 2009

Owner's Rep.: Susan Diekman. Project Manager, Tel 619-533-7142, Fax 619-236-9148,

diekman@ccdc.com

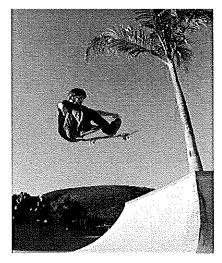


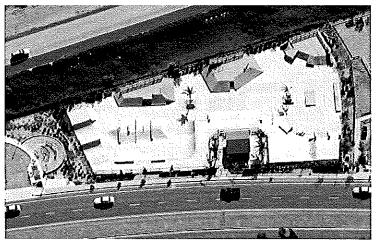
RANCHO PEÑASQUITOS SKATE PARK location - san diego, california / client - city of san diego

Rancho Peñasquitos Skate Park is a 22,000-square foot skate park that features a street course comprised of wood and concrete structures and ramps. Designed in collaboration with local professional skateboarders, Willy Santos and Aric Sanders, the park offers obstacles common to what skaters might find in local malls, streets and schools. Skating obstacles include manual pads, flat rails, quarter pipes, a spine and stairs. One of the park's unique features is a picnic table angled on stairs. The park includes handicap parking and drop off, a staging area that includes a small building, restrooms and benches. The park is designed to have a full-time attendant.







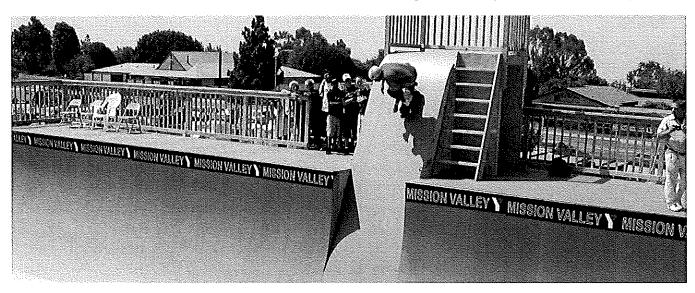




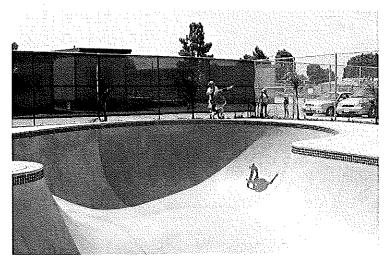
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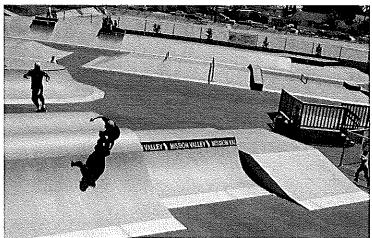
KRAUSE FAMILY SKATE PARK

location - san diego, california / client - mission valley YMCA



Designed in collaboration with professional skateboarders, Andy Macdonald and Wally Holiday, the Krause Family Skate Park is 53,000-square-feet and features a street course consisting of wood and concrete structures, a 15-foot half pipe, and a 2,000-square-foot concrete bowl with both five-foot and seven-foot depths. The park includes a staging area with a temporary building, vending machines, restrooms, picnic tables, picnic shelters and lockers.







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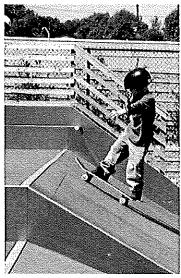
LA MESA SKATE PARK

location - la mesa, california / client - city of la mesa



The La Mesa Skate Park street course consists of wood structures with polymer decking, concrete transitions, concrete stairs, grind rails and a 2,000-square-foot concrete bowl with both five-foot and seven-foot depths. The park includes staging area including a temporary building, vending machines, portable restrooms, picnic tables, benches and lockers.





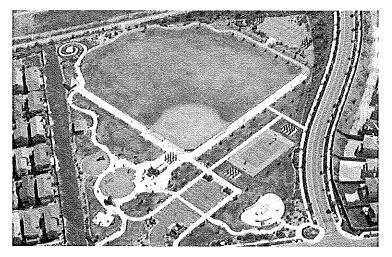


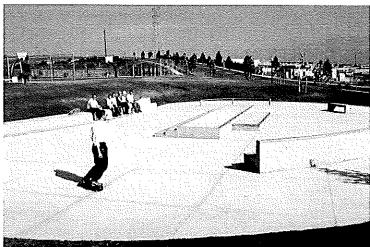


WINDING WALK PARK AND SKATE AREA

location - chula vista, california / client - city of chula vista

Winding Walk Park is a seven-acre park located in the Winding Walk community in Chula Vista. Amenities at the park include a softball backstop, open lawn areas, a tennis court, basketball court, skate area, picnic areas and play areas for all ages. The skate area is a 4,300-square-foot unsupervised concrete street course with benches, grindrails and plaza-themed obstacles that skaters typically like to target in shopping centers and schools.





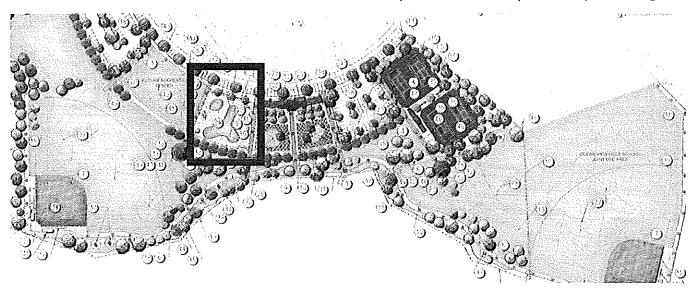




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PACIFIC BREEZES COMMUNITY PARK AND SKATE AREA

location - cardiff-by-the-sea, california / client - city of san diego



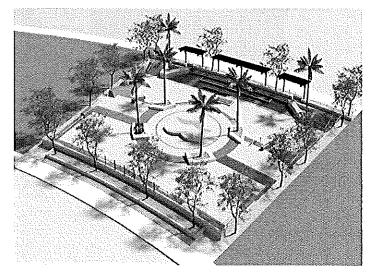
The General Development plan for the 20-acre Pacific Breezes Community Park includes a 15-acre city park and a five-acre joint-use ballfield shared with Ocean Views Hill Middle School.

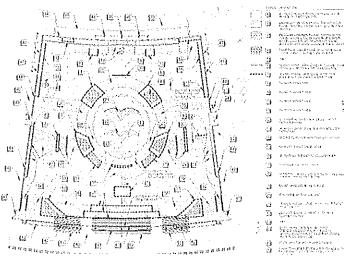
Phase 1 of the park includes a 15,000-square-foot skate park, two lighted adult softball fields, walking trails, picnic structures, passive park space, and a restroom storage facility with a concession stand.

Artistically, the park contains strong design elements in the form of a radiating entry drive and a radiating seat wall, with educational quotes embedded in the wall signifying the relationship between athletes, education and exploration within the park and school site.

The skate park has been designed to function as a multi-use space for both skate boarding and as an outdoor events plaza. The central plaza space doubles as a stage that faces the interactive and functional amphitheater ledge. The amphitheater can be used as a viewing area complete with artistic cantilevered shade structures, custom designed to integrate into the skate ledges for both form and function. The Pacific Breezes logo has been integrated into the central stage both as an art piece and a functional skate element.





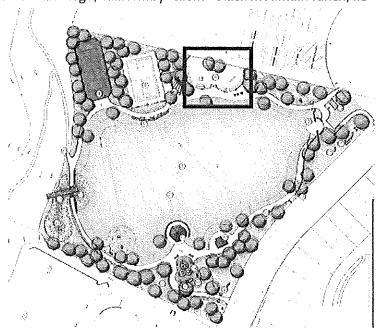


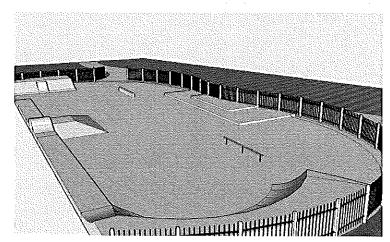
DEL SUR NEIGHBORHOOD PARK AND SKATE AREA

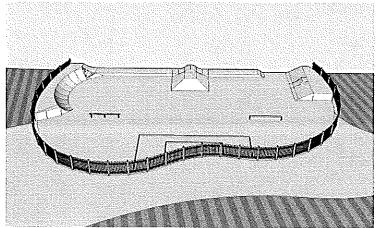
location - san diego, california / client - black mountain ranch, llc

Del Sur Neighborhood Park is a five-acre park with a 5,000-square-foot unsupervised concrete skate area, an observation deck overlooking the adjacent open space canyon, a unique sculptural entryway, a tot lot, a gazebo, restroom, a tennis court, baseball field and open turfarea. The park, which will connect to an existing trail system in the nearby canyon, is located in Del Sur, a family-friendly master-planned community in Black Mountain Ranch.

The skate area incorporates elements such as banks, grinding rails, concrete transitions, a concrete grind wall, concrete grind ledges, a manual pad with bank and steps, a pyramid with ledge combination and a bank with six inch radius transition.

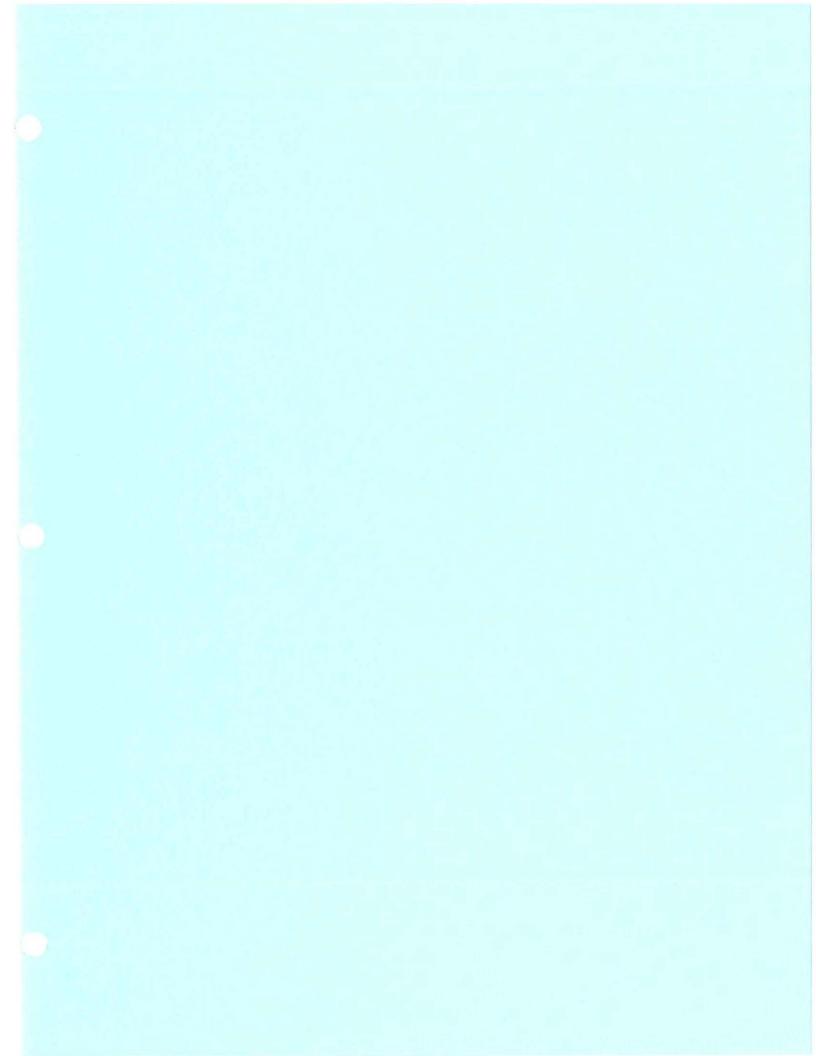








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SHADE STRUCTURES

Very few products can help save lives, add color and vibrancy to the local landscape and be fun all at the same time. Yet, at Shade Structures, this is exactly what our products do! Shade Structures was formed in Southern California in the early 1990's in response to the growing need for safe and reliable protection from the harmful effects of the sun and UV exposure. We are a company founded upon the simple concept of people building products with people first in mind. We build our structures to improve the quality of life for any outdoor area where people work, play, rest, walk or gather together. Our motto is "Screen the Sun, Keep the Fun" – our products do exactly that!

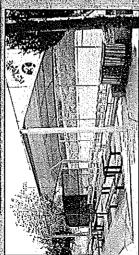
We have successfully completed numerous projects for schools and daycare centers, parks and recreation areas, community facilities and many other locations where children are especially vulnerable to sun exposure. Our modular and custom structures provide shade, generate cooler temperatures, assist in the prevention of sun burn, heat stroke and skin cancer while extending the life and preserving the look of school and recreational equipment. As one of the premier brands of USA SHADE & Fabric Structures, Inc., we are part of the largest and most successful shade and fabric structure company in the world. We utilize the technical abilities and expertise of the most talented professionals in the industry to provide the ultimate shade product for community health, asset protection and aesthetic appeal.

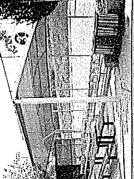
At Shade Structures, we are proud of the lasting partnerships we have built with so many organizations as we worked with them to develop exciting, innovative projects for their communities. Protecting people, adding value, and offering superior quality: Shade Structures - allow us the opportunity to be a part of your community.

The Shade Structures Team

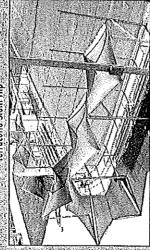


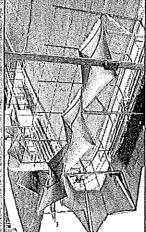
Athletic Facilities =









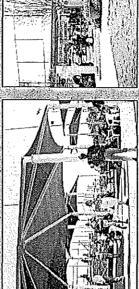




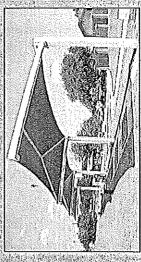


Rain Forest, Terracotta and Desert Sand 3-Point Sails

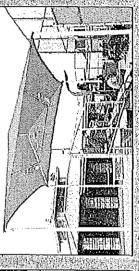
Rain Forest and Black Super Span® Pyramid Multi-Level

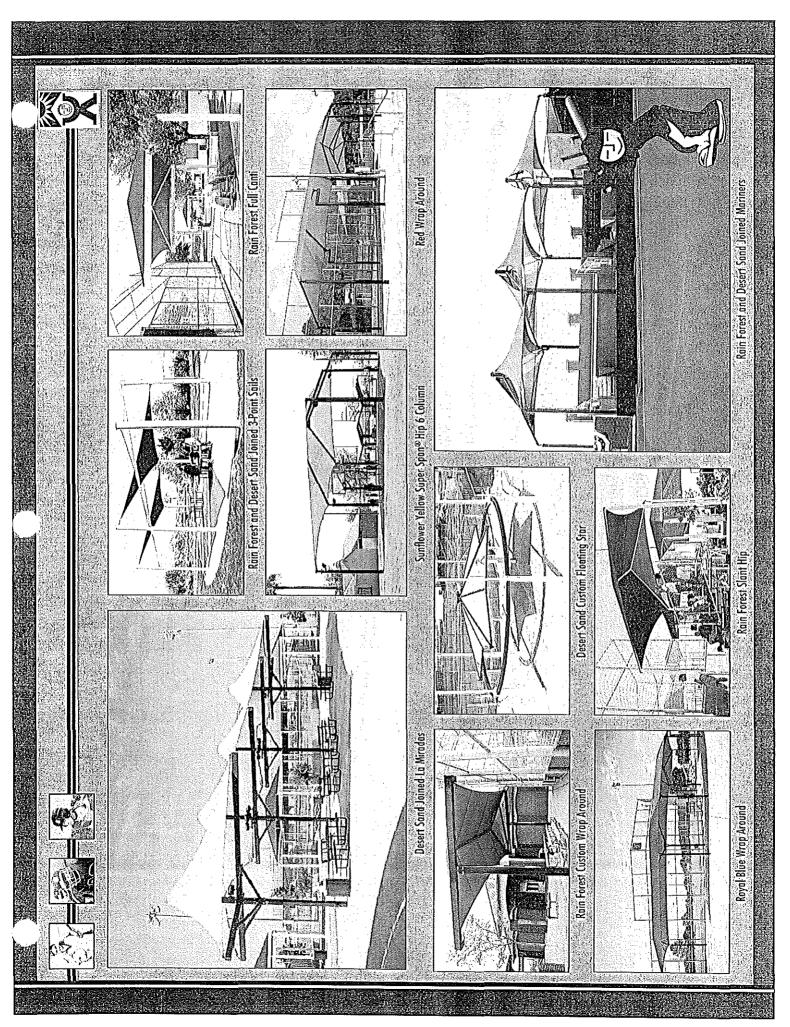


Royal Blue Custom Joined Peaks



Rain Forest Joined Full Cantis





Technical Approach and Design Components Skate Elements & Shade Structures

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

Rancho Penasquitos Skate Park Improvements Design-Build Contract

Technical Proposal

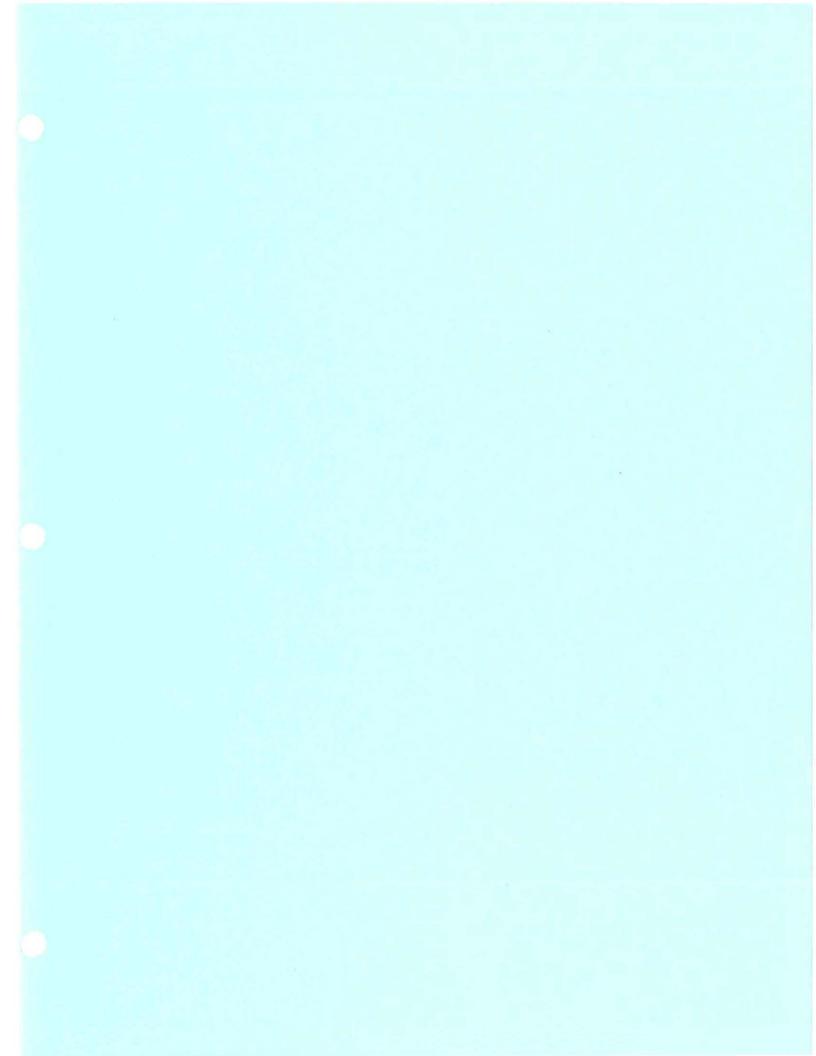
7 - Technical Approach and Design Concept - Skate Elements & Shade Structures:

The design of this project will be the result of a collaboration of the design team and the City of San Diego. The prime contractor of this project, HTA Engineering & Construction, Inc. will work closely with Schmidt Design Group, and USA SHADE & Fabric Structures, Inc.

The conceptual design of the skate elements' improvements are designed by Schmidt Design Group and are included in this section. HTA will form, fill, and finish the concrete pour in place skate element. To improve the current skate park, we shall construct five new skate elements to fill the currently empty area of the skate park. This will create a more fluid flow throughout the entire skate park that will provide its users with a more exciting experience within the same amount of area.

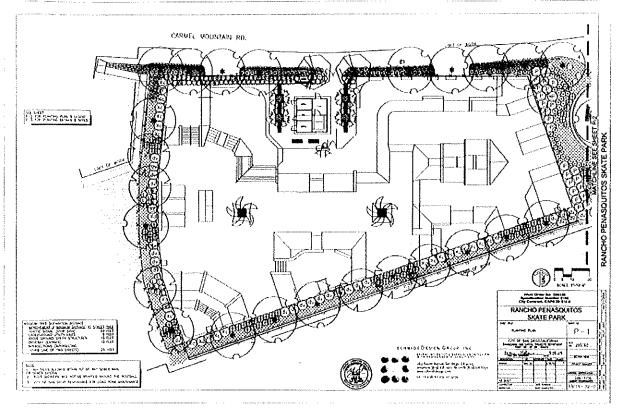
The work by Schmidt Design Group for this project is outlined as an attachment to this section; detailed as Task 1 through Task 4.

The conceptual design of the addition of shade structures to the skate park are designed by Schmidt Design Group and USA SHADE & Fabric Structures, Inc. USA SHADE & Fabric Structures, Inc. will manufacture and install the fabric shade structures within the park according to the locations Schmidt Design Group deemed desirable and necessary for those who skate in the skate park, budget allowing.



Skate Elements:

The Design



Original Design of Rancho Penasquitos Skate Park dated 2004



Current Google Maps view of Rancho Penasquitos Skate Park

Various elements of the Rancho Penasquitos Skate Park have been taken into consideration to create an essential continuity to the skate park that was lost when the original wooden skate structures were taken down.

The design-build team has knowledge of how the Rancho Penasquitos Skate Park was originally designed and knows the intent of the original design for the skate park. Since the design-build team's skate professional skates in the park, the design-build team personally understands how the park flows, how skate boarders use the park. By combining the knowledge of how the skate park was designed and how the skate park was eventually used, this project will enhance the Rancho Penasquitos Skate Park's original concept.

Five new structures will be constructed where the wooden skate structures were once housed:

> West of an existing palm tree south of the stairs, we will construct a Banked Ledge Element and a Manual Pad Combo. This will connect the flow from the existing stairs and table north of the proposed structures.

Example of a Banked Ledge:



Example of a Manual Pad Combo:



South of the proposed Banked Ledge Element and Manual Pad Combo, the most intricate of the proposed skate elements, a Street Plaza will be constructed. The Street Plaza will incorporate several components to utilize the southwestern corner of the skate park. There will be a Euro Gap, four stairs with Hubba ledges, a curve ledge gap, a slanted manual pad, and a bump gap.

Example of a Curve Ledge:



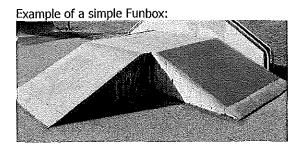
Example of a Slanted Manual Pad:



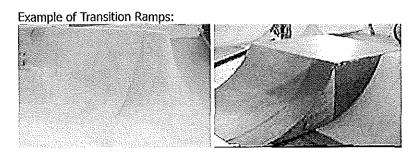
Example of a Euro Gap, Stairs with Rails & Hubba Ledges:



 East of the proposed Street Plaza, a large fun box with ledges, hips and rails will be constructed.



 East of the proposed Large Funbox, a Combination Transition/Bank Ramp Area will be constructed connecting the skate elements to the northeastern section of the skate park.



The Construction

The existing concrete slab in the Rancho Penasquitos Skate Park is five inches thick. The concrete slab has been even more compacted since the opening of the skate park in 2005. The current concrete can and will provide suitable footings and will act as the foundation for the new concrete skate elements. This will eliminate the removal of already existing concrete.

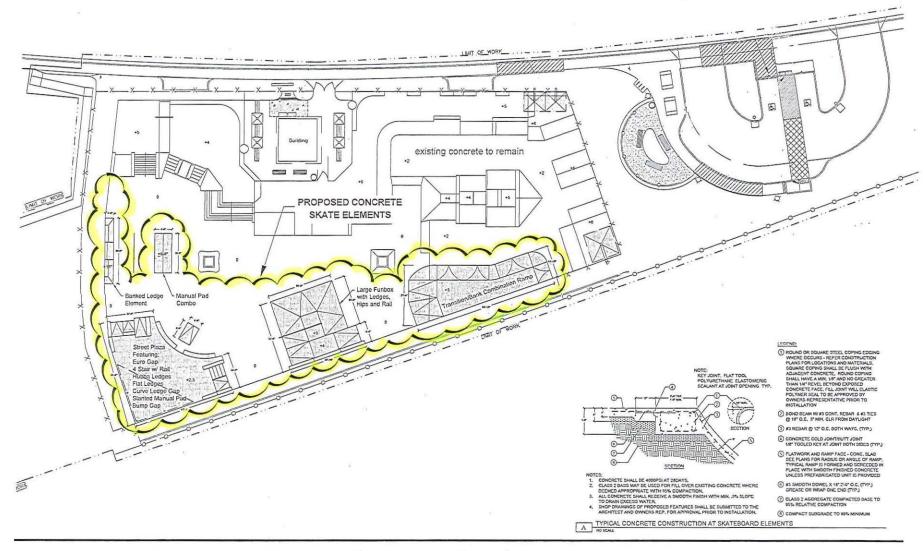
We will trench the perimeter of the proposed skate elements about eight inches deep. The outline of where the wooden structures used to sit is still visible in the concrete and will serve as a guide of where the perimeter of the proposed concrete skate elements will be. This trench allows the insertion of the new concrete skate elements into the existing concrete.

To create new skate elements or to connect the new concrete skate elements to the existing concrete, we will fill the trench with new concrete, dowel into the existing concrete, and include a concrete cold joint/butt joint that is with an 1/8 inch tooled key at the joint at both sides. Doweling and using joint tooled keys will not only connect the concrete footings of the new concrete skate park elements but will bridge the load of the skate elements across adjacent existing slab. This will also allow the pouring of a nice, clean, cold joint that will connect into the existing concrete to tie it in all together.

Form work is an imperative portion of creating the poured in place skate elements. It will support the concrete skate elements to take its designed shape until the concrete set. Stem walls 5.5 feet tall will be built as the backside of the new skate elements around the boundaries of the skate park. The rest of the skate elements will also be formed with wood. The forms will be filled with Class 2 Base. The Class 2 Base will be compacted with 95% compaction. To create clean edges and proper heights of skate elements according to plan, each form will be screeded (screeding is the process of leveling and smoothing the top layer of a material that is poured thus the material is the same height as the forms, or guides, that surround it) in place. Screeding will be performed by providing a smooth trowel finish to the 4000 psi poured in place concrete on top of the Class 2 Aggregate Base.

The poured in place concrete elements will be reinforced with #3 rebar and #3 ties to hold the concrete while under constant compression.

There are edges of skate elements that call for rounding or square steel coping. Square coping shall be flushed with adjacent concrete. Round coping shall have a minimum 1/8 inch and no greater than ¼" revel beyond the exposed concrete face. The fill joint will be elastic polymer seal.



SCHAIDT DESIGN GROUP, INC.

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SCHEMATIC RENOVATION

Rancho Penasquitos Skatepark San Diego, CA





Project Number: 13-408 Date: February, 2013

SCHMIDT DESIGN GROUP, INC.







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

March 13, 2013

Alpha Santos HTA Engineering & Construction, Inc. 5450 Complex Street, Suite 303 San Diego, CA 92123

Regarding:

Rancho Penasquitos Skate Park Improvements

Design Build Contract, Landscape Architectural Services

Dear Alpha,

Thank you for the opportunity to provide the following proposal/agreement for the Rancho Penasquitos Skate Park Improvements, Design Build Contract for Landscape Architectural Services. Per the RFP (no. K-13-5742-DB1-2), the following reflects our understanding of the services to be performed by the Schmidt Design Group, Inc. Consultant Team.

Consultant Team:

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

Burkett and Wong (BW)

- Structural Engineer

Project Description:

The project is the Rancho Penasquitos Skate Park, 10111 Carmel Mountain Road, located in the Rancho Penasquitos Community. The project includes design and construction of new poured-in-place or pre-cast concrete skate elements, shade structures and accessibility upgrades. The intent of this project is to provide a complete turn-key project ready for acceptance by the client for public use.

Design Scope of Work:

The Schmidt Design Group, Inc. Consultant Team shall prepare all construction documents required to permit and construct the project including minor structural review and calculations as required, per the defined scope items indicated below.

- 1) Storm Water Pollution Control Plan by others.
- 2) Accessibility Upgrades:
 - a) Provide Path of Travel upgrades, accessible parking upgrades, signage upgrades as required. Project must comply with:
 - i) 2010 Americans with Disabilities Act Standards
 - ii) 2010 California Building Code
 - iii) City Standard Drawings, current 2012 edition
- 3) Skate Elements:
 - a) Install new concrete skate elements as shown in Exhibit A, attached.



Rancho Penasquitos Skate Park Improvements Design Build Contract, Landscape Architectural Services March 13, 2013 Page 2 of 6

4) Shade Structures:

- a) Install 3 new fabric shade structures as shown in Exhibit A. SDG will consider post locations for skate park installation and maximize provided shade.
 - i) Area A: provide a minimum of 250 square feet of shade.
 - ii) Area B. provide a minimum of 300 square feet of shade.
 - iii) Area C: provide a minimum of 175 square feet of shade.

Design Requirements:

- 1. All work shall meet current Federal, State, and City accessibility laws and guidelines.
- 2. All work shall follow the recommendations of the Consultant's Guide to Park Design.

Detailed Scope of Work:

Task 1: Design Development Phase

- The Schmidt Design Group, inc. will attend a Kick-off Meeting with the Design-Build Contractor and the City to review the project goals, schedule, process, and budget. This meeting will be used to familiarize the team with design issues related to development of the project upgrades.
- 2. We will conduct an initial site visit to the location.
- 3. We will identify project issues/concerns.
- 4. We will review previous designs and determine compatibility with existing conditions.
- 5. We will meet with you and the city to confirm Design Development direction.
- 6. We will prepare a Design Development plan that illustrates, in plan view, the proposed upgrades to the skate park. We will analyze how the upgrades would fit into the existing conditions including any modifications that may be required to the existing landscape. This will include modification, or replacement, of existing plant material, hardscape elements, drinking fountains, tables and benches, etc. as required to meet the requirements of the project.
- 7. We will define materials of construction and provide Manufacturers cut sheets for your

Anticipated Work Products for Task 1:

- Design Development Drawings
- Meetings with City Staff and other design review entities as requested (two meetings maximum).

Task 2: Preparation of the Final Construction Drawings

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



Rancho Penasquitos Skate Park Improvements Design Build Contract, Landscape Architectural Services March 13, 2013 Page 3 of 6

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

Anticipated Work Products for Task 2:

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

Task 3: Construction Administration

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

Task 4: As-built Drawings

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



Rancho Penasquitos Skate Park Improvements Design Build Contract, Landscape Architectural Services March 13, 2013 Page 4 of 6

Project Assumptions

- Geotechnical testing and report recommendations will not be required. The Client or the Design/Builder shall provide previously prepared geotechnical reports for use by the consultant.
- 2. SDG will design footings for the shade structures in coordination with DB's shade manufacturer.
- 3. Meetings in excess of those enumerated above will be considered additional services.
- 4. The Client shall pay all fees required by the approving agencies.
- 5. Perspective drawings, renderings, visual studies, scale models of mockups or samples are not included unless indicated above.
- 6. A site survey will be provided by others in AutoCAD vs. 2011 or earlier for use by the design team.
- 7. The Storm Water Pollution Control Plan will be prepared by others.
- 8. Electrical Engineering is not included.
- 9. Signs and graphic design is not included.
- 10. Attendance at approval hearings is not included.

CLIENT RESPONSIBILITIES

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



Rancho Penasquitos Skate Park Improvements Design Build Contract, Landscape Architectural Services March 13, 2013 Page 5 of 6

TERMS OF AGREEMENT

It is agreed by and between Schmidt Design Group, Inc., and HTA Engineering & Construction, Inc.

(hereinafter referred to as "Client"):

An invoice for Landscape Architectural services will be submitted to Client monthly. Invoices will reflect percentage of completion for each phase of work.

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



Vary truly value

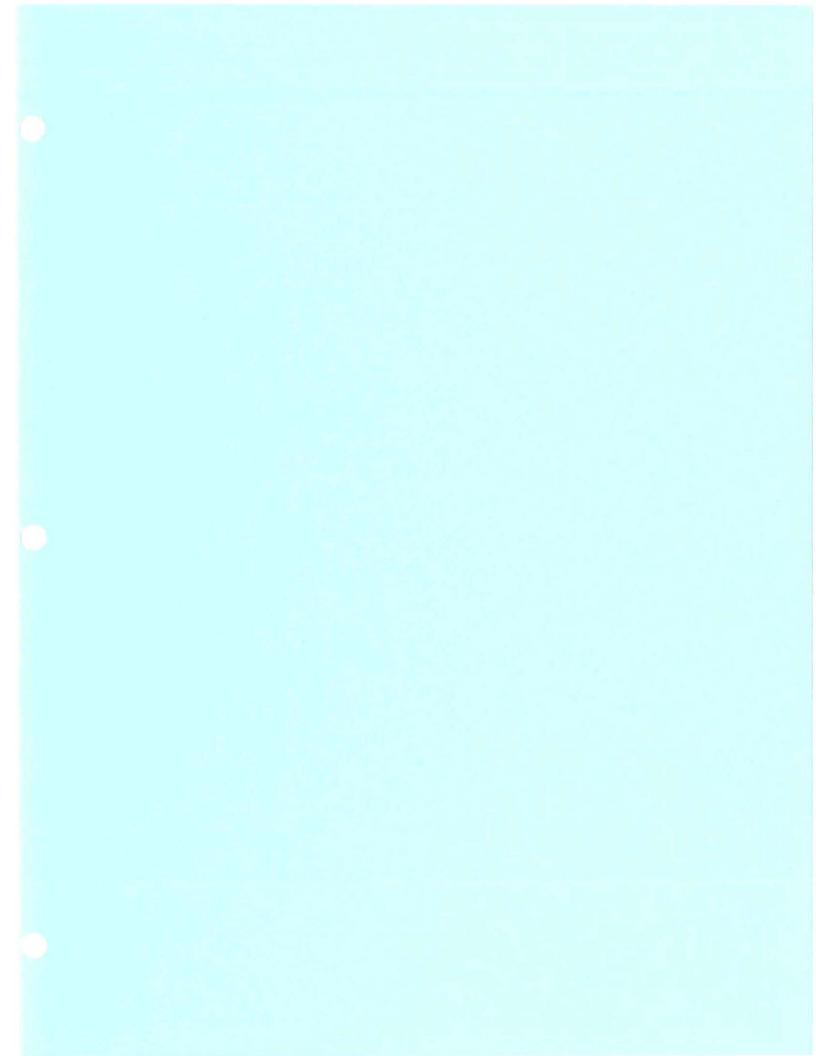
Rancho Penasquitos Skate Park Improvements Design Build Contract, Landscape Architectural Services March 13, 2013 Page 6 of 6

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

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

ACREED AND ACCEPTED

very truly yours,	ACKEED AND ACCEPTED	
Jeff Just		
Jeff Justus, RLA, ASLA, Sr. Associate – Head of Production Schmidt Design Group, Inc.	Alpha Santos HTA Engineering & Construction, Inc.	
	Date	



Shade Structures:

Even if State Route 56 enables those who live in Rancho Penasquitos quick access to the beach, the Rancho Penasquitos Skate Park is located 15 miles inland from the coast. The skate park sits in the midst of canyons, rolling hills, and ridge.

The skate park lies under the sun with very minimal shade. The number of people who skate in the park peaks in the afternoon, especially after school. With the peak usage topping in the afternoon, usually the hottest part of the day, relief from the sun is desired by those who use the park to alleviate the heat.

As skating is not a stationary activity, this proposal for the Rancho Penasquitos Skate Park incorporates the installation of four shade structures within three locations of the skate park to provide shield from the sun and heat, especially from the southwest position of the sun in the afternoons, budget allowing. The addition of shade structures would improve the experience of the skate park.

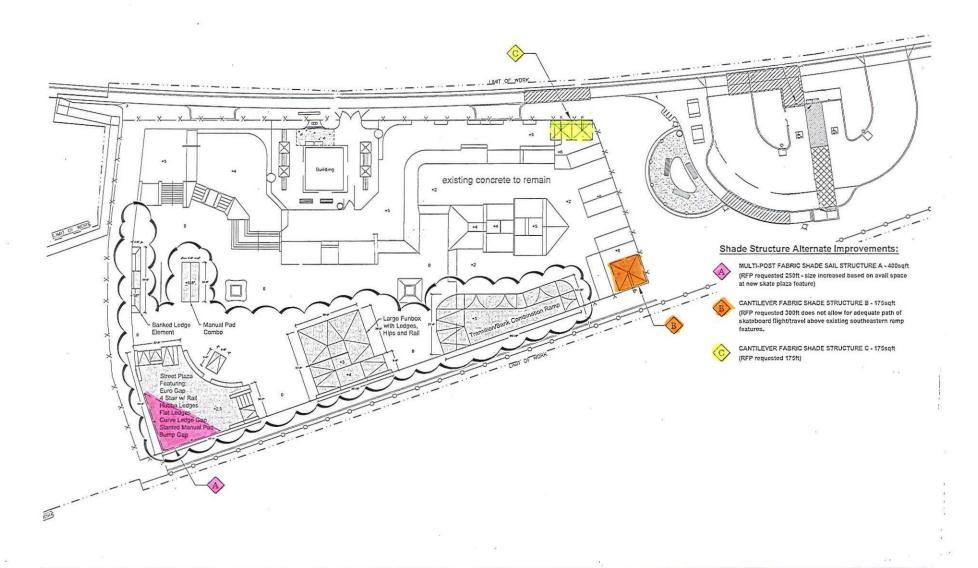
Shade Structure A will be located in the very southwest corner of the skate park, in the proposed Street Plaza skate element. This shade structure is a 25'x25'x25' Three Point Fabric Hypar Sail that can potentially provide over 300 SF of shade (312 SF). The addition of the Street Plaza will enable Shade Structure A to be anchored into the concrete of the proposed Street Plaza. As the largest of the shade structures, it will provide shade for the larger skate element with many components. This will provide optimal shade during the afternoons, which is essential in the summer. Out of all proposed shade structures, this is the most desirable (Option 3).

Budget permitting, in addition to Shade Structure A, Shade Structure B (Option 2) will be located in the southeast corner of the skate park. This Shade Structure will provide shade for the area on the flat section on top of a ramp that already exists. Shade Structure B will be a Single Post 14'x14' Fabric Pyramid Cantilever shade structure that will potentially provide for 196 SF of shade. The configuration of Shade Structure B provides for an adequate path of skateboard flight/travel above the existing southeastern ramp. Shade Structure B is proposed to be a cantilever shade structure to allow the shade structure to be anchored not onto the existing concrete elements that it will provide shade for, but that it can be anchored into the ground behind the shade structures as to not disturb the existing concrete in the current skate element. Shade Structure B will provide optimal protection from the sun in the afternoons, which will be the most favorable in the summer.

Shade Structure C will consist of two Single Post 12'x12' Fabric Pyramid Cantilever shade structures. They will provide 288 SF of potential shade. Shade Structure C will be placed on the northeastern corner of the skate park. As cantilever shade structures providing shade to existing skate elements, Shade Structure C will be anchored into the ground on the perimeter of the existing skate element without having to disrupt the existing concrete skate element. Shade Structure C will provide optimal shade in the mornings, but will still be able to provide some shade in the afternoons. If the budget allows for the installation of all proposed shade structures, then Shade Structure C (Option 1) will be installed.

Diagrams depicting what shade Shade Structures B and C can provide at certain times of the afternoon are provided.

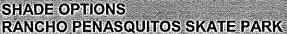
These fabric shade structures will be protected by USA SHADE's warranty, effective from date of construction completion. The shade structures will be using HDPE Colourshade FR fabric. Colourshade FR fabrics carry a 10-year limited warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration.

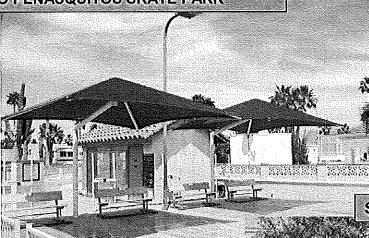


Corporate Headquarters 8505-A Chancellor Row, Dallas, TX 75247 P 214.905.9500 F 214.905.9514 TF 800.966.5005

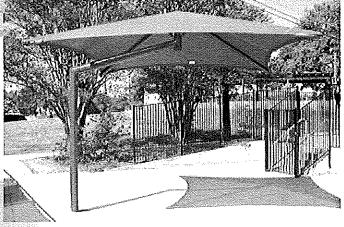


Wast Coast Headquarters 350 Kalmus Drive, Costa Mesa, CA 92626 P 714.427.6981 F 714.427.6982 TF 800.50.5HADE





SINGLE POST PYRAMID CANTI





3 POINT SINGLE SAIL





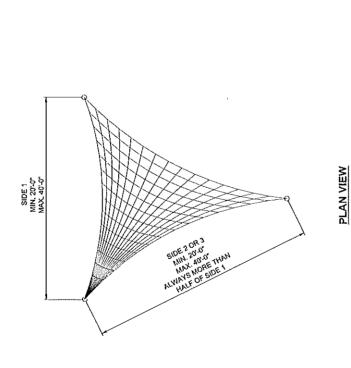


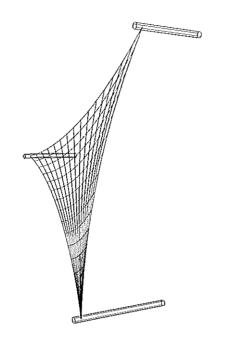




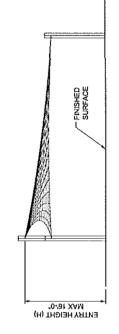
SHADE STRUCTURE A 307.1 3 POINT SAIL

USASHADE & Fabric Structures, Inc.

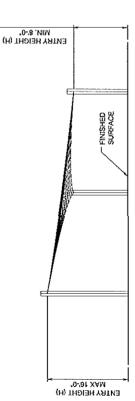




PERSPECTIVE VIEW

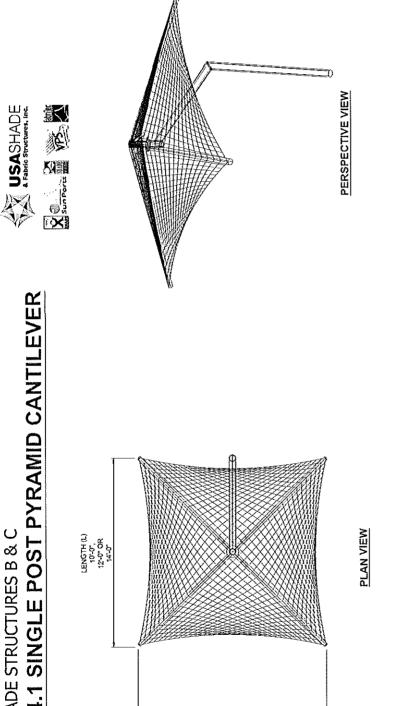


SIDE ELEVATION

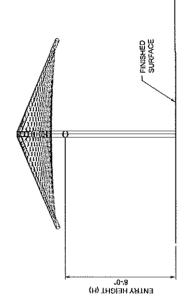


FRONT ELEVATION

SHADE STRUCTURES B & C
124.1 SINGLE POST PYRAMID CANTILEVER



(4.-0. 15.-0. OB 10.-01 FENGTH (L)

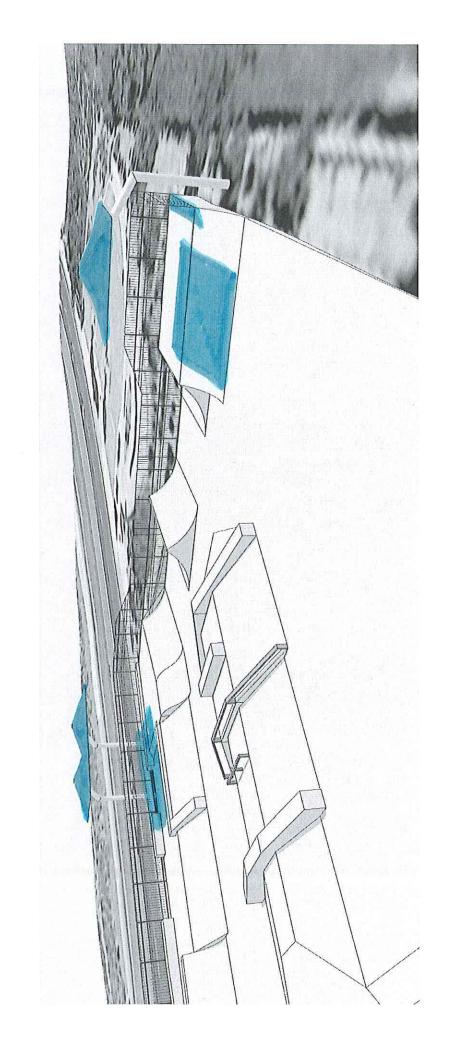


8,-0, EM18X HEIGHT (H)

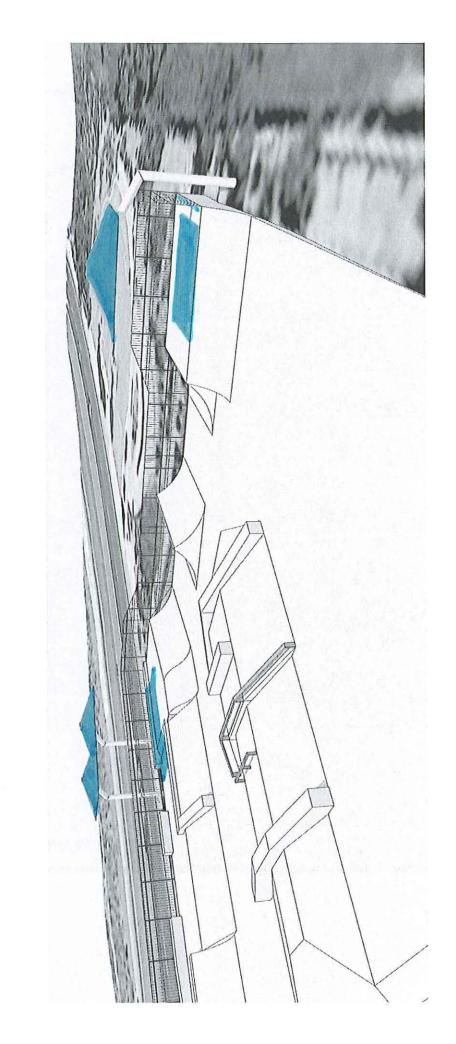
FRONT ELEVATION

SIDE ELEVATION

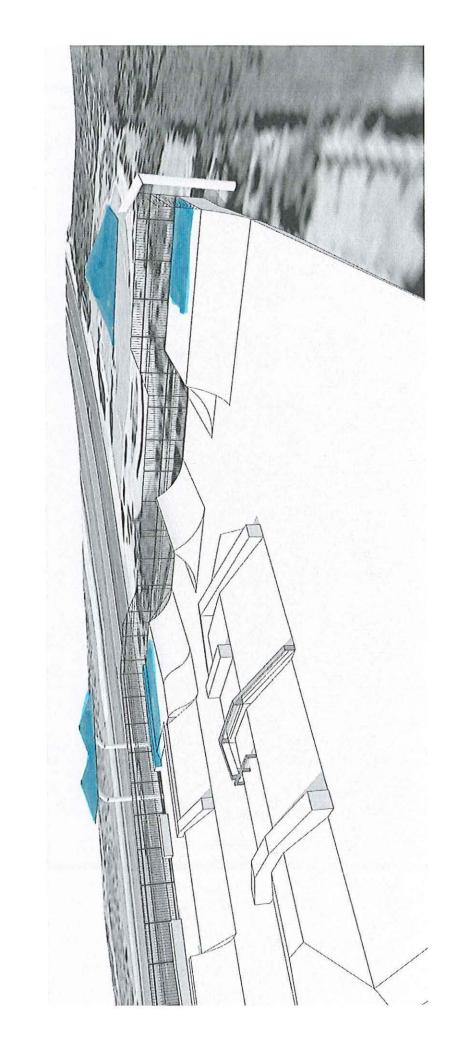
- FINISHED SURFACE



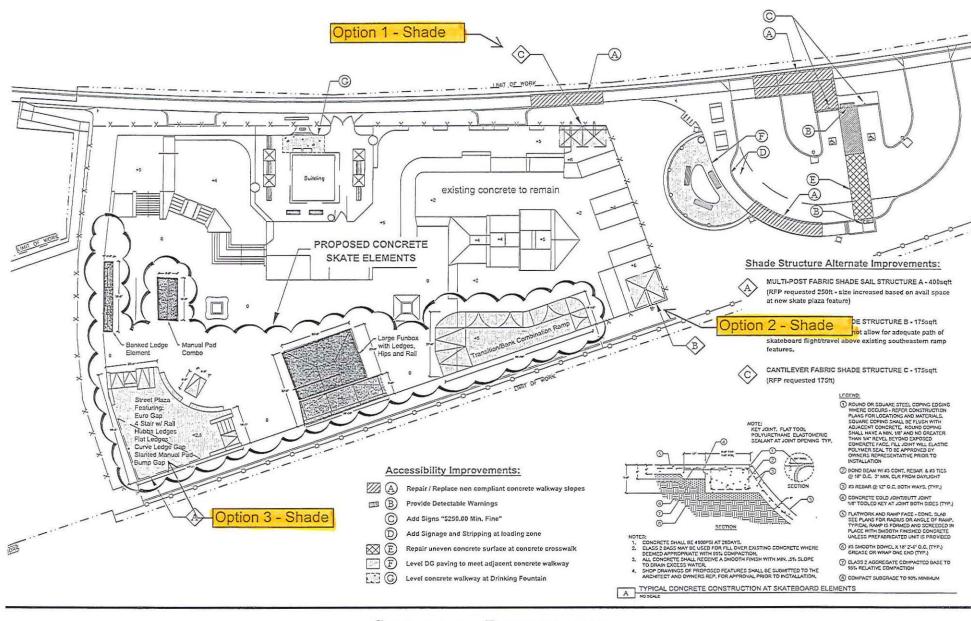
SHADE STRUCTURES B & C 11:00 AM



SHADE STRUCTURES B & C 2:00 PM



SHADE STRUCTURES B & C 4:00 PM



SCHMIDT DESIGN CROUP, INC. GEG MATTERIAL MARIENT STATE C C C Printh Arrang San Dage, Ch 42149 COO MORRIMENTO

SCHEMATIC RENOVATION

RANCHO PENASQUITOS SKATEPARK SAN DIEGO, CA



Project Number: 13-408 Date: February, 2013

Corporate Mailing Address: P.O. Box 560168 Dallas, TX 75356-0168 (800) 966-5005





Remittance Address USA Shade & Fabric Structure Department 41349 P.O. Box 650823 Dallas, TX 75265

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This is a legal agreement – please read carefully. Complete and initial all pages.			
Purchaser: Contact:	Date: 3/13/13 PO Number:	Sales Rep: Phone:	Patti Abrecht 9494664592
Phone:	Quote No.: PRA102450	Email:	pabrecht@usa- shade.com
Billing Information:	Shipping Information:	Jobsite Informa	ation:
	Rancho Penasquitos Skate Park	Rancho Penaso	uitos Skate Park
Contact:	Contact:	Contact:	
Phone:	Phone:	Phone:	
Fax:	Fax:	Fax:	
Email:	Email:	Email:	

STRUCTURE

_		CIURE .	
QTY.	DESCRIPTION	DETAILS	
(1)	Structure Area A 1 -~25x25x25 3 Point Sail Model 307.1 (see attached)	Structure Size Number of Posts Number of Fabric Tops Fabric Type Fabric Color Steel Color Post Attachment Method Entry Height Wind load Snow load Notes:	25x25x25 3 per unit 1 per unit HDPE Colourshade FR TBD TBD Recessed base plated 10'/14' 90 mph 5 psf
(1)	Structure Area B 1 – 14x14 Single Post Pyramid Canti Model 124.1 (see attached)	Structure Size Number of Posts Number of Fabric Tops Fabric Type Fabric Color Steel Color Post Attachment Method Entry Height Wind load Snow load Notes:	14x14 1 per unit 1 per unit HDPE Colourshade FR TBD TBD Recessed base plated 8' 90 mph 5 psf

Initials		

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Remittance Address USA Shade & Fabric Structure Department 41349 P.O. Box 650823 Dallas, TX 75265

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Structure Area C Structure Size 12x12 (2)2-12x12 Single Post Number of Posts 1 per unit Pyramid Canti Number of Fabric Tops 1 per unit Model 124.1 HDPE Colourshade FR Fabric Type (see attached) **TBD** Fabric Color Steel Color TBD Post Attachment Method Recessed base plated Entry Height Wind load 90 mph 5 psf Snow load

Notes:

GENERAL TERMS AND CONDITIONS AND WARRANTY

- Proposal: The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, USA SHADE & Fabric Structures, Inc. reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel and concrete. Due to the duration of time between proposals, contracts and final installation, USA SHADE & Fabric Structures, Inc. reserves the right to implement this surcharge when applicable.
- 1) Purchase: By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by the USA SHADE & Fabric Structures, Inc. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 2) Short Ship Claims: Purchaser has 15 days from receipt of the Structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 3) Standard Exclusions: Unless specifically included under "General Scope of Work" section above, this agreement does not include, and Company will not provide Services, labor or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 4) <u>Bonding Guidelines</u>: If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures, Inc. and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures, Inc. Due to surety requirements, any performance and/or payment bond will cover only the first year of USA SHADE & Fabric Structures, Inc. warranty."

5) Insurance Requirements: Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

Corporate Mailing Address: P.O. Box 560168 Dallas, TX 75356-0168 (800) 966-5005





Remittance Address USA Shade & Fabric Structure Department 41349 P.O. Box 650823 Dallas, TX 75265

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- Payment: Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to USA SHADE & Fabric Structure, Department 41349, P.O. Box 650823, Dallas TX 75265. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 7) <u>Lien Releases:</u> Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 8) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying: Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 9) Manufacturing & Delivery: Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard Structures, and 8 to 12 weeks for custom Structures. Delivery is approximately 1 week thereafter. Delivery of Structures may be prior to or at start of assembly.
- 10) Returned Product, Deposits and/or Cancelled Order: Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are nonrefundable. All expenses incurred (engineering, site surveys, shipping and handling, etc) are the responsibility of the purchaser, up to notice of cancellation.
- 11) Concealed Conditions: "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations Company was able to make either by visual inspection or by drawings and /or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and /or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Price quotes are based on a drill pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 12) Changes in the Work: During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

13) Warranty; Limitations of Liability:

- Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner.
- The warranty set forth in this Section 14 will be the Purchaser's sole and exclusive warranty.
- The warranty set forth in this Section 14 will run from the date of performance of the service by the Company, and any warranty claims brought by Purchaser must be brought within one year of the date of performance of the Service giving rise to the claim.
- Purchaser's sole remedy for a breach of the warranty set forth in this Section 14 will be the re-performance of the Services, or if that is
 not possible or practical, the refund of the price of the Services that breached the warranty.
- Purchaser shall notify Company in writing detailing any defects in Service for which a warranty claim is being made.

Corporate Mailing Address: P.O. Box 560168 Dallas, TX 75356-0168 (800) 966-5005





Remittance Address USA Shade & Fabric Structure Department 41349 P.O. Box 650823 Dallas, TX 75265

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- COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE
 OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN
 CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION,
 DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS
 BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES
 PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT (OR THE RELEVANT PURCHASE ORDER).
- EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES, AND PURCHASER
 RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING OUT OF, RELATED TO, OR
 UNDER THIS AGREEMENT, AND SPECIFICALLY DENIES THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR
 PURPOSE AND MERCHANTABILITY. FURTHER, EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY
 ACKNOWLEDGES THAT THE SERVICES AND STRUCTURES PROVIDED HEREIN ARE PROVIDED "AS IS" WITHOUT
 WARRANTY OF ANY KIND. COMPANY DOES NOT WARRANT THAT THE SERVICES OR STRUCTURES WILL MEET YOUR
 REQUIREMENTS OR THOSE OF THE OWNER.
- For all Structures installed by the Company, Purchaser must sign and return the "Customer Checklist and Sign-off" form to the
 Company within 10 business days from the construction completion date, or Company will not be held responsible for any warranties
 under this Section 14 or any damage to the Structure.
- The warranties for the Structures are contained in a separate document between Company and the ultimate Owner of the Structures, which will be provided to Owner at the time of completion of the work.
- 14) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the Structure or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify that would otherwise exist as to a party or person described in this Section 15.

15) Warranty:

- USA SHADE provides a limited warranty on all USA SHADE-supplied labor and materials. No other warranty is implied,
- . The warranty set forth shall be the purchaser's sole and exclusive warranty, and is void if structures are not paid for in full.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures without the prior written consent of USA SHADE.
- The warranty is void if the structures are not assembled in strict compliance with USA SHADE specifications.
- The warranty will be void if regular maintenance is not performed. This is particularly critical in regions where dirt/sand may cause abrasion
 of fabric.
- The warranties below are effective from the date of sale, or, if assembled by USA SHADE, the date of construction completion.
- USA SHADE reserves the right to repair or replace any item covered by this warranty.
- Purchaser shall notify USA SHADE in writing, detailing any defects for which a warranty claim is being made.
- USA SHADE shall not in any event be liable for indirect, special, consequential, or liquidated damages.
- . USA SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- No signs, objects, fans, light fixtures, etc., may be hung from the structures, unless specifically engineered by USA SHADE. These items
 may interfere with the fabric, voiding the warranty.
- The warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, any Act
 of God (i.e. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of applicable building code
 parameters.
- For all units assembled by USA SHADE the "Customer Checklist and Sign-off" form must be signed and returned to USA SHADE within 10
 business days from the date of construction completion, or USA SHADE will not be held responsible for any damage to the structures. The
 warranty will also be considered null and void until this checklist is received by USA SHADE.

Shadesure ** Fabric:

- Shadesure™ fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.

Init	ials	

Corporate Mailing Address: P.O. Box 560168 Dallas, TX 75356-0168 (800) 966-5005





Remittance Address USA Shade & Fabric Structure Department 41349 P.O. Box 650823 Dallas, TX 75265

A Brand of USA SHADE & Fabric Structures, Inc.

- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is assembled on a structure that is not engineered and built by USA SHADE.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA
 SHADE are defective. In all cases where the structures are not assembled by USA SHADE, or its agents, all labor for the removal,
 assembly, and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the
 defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available
 colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for
 any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric
 color.

Colourshade® FR Fabric:

- Colourshade® FR fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of FR Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for 10 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is assembled on a structure that is not engineered and built by USA SHADE,
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA
 SHADE are defective. In all cases where the structures are not assembled by USA SHADE or its agents, all labor for the removal,
 assembly and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the
 defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available
 colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for
 any period of time and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric
 color.

NOTE: Shadesure™ and Colourshade® FR fabric warranties cover fabric tops up to 40' in length. Fabric tops over 40' in length are covered by a non-prorated 5-year warranty. Additionally, fabric tops made from other fabric types (i.e. Sunbrella®) will include their respective manufacturer's warranty.

Shadesure and Coolbrella are trademarks of USA SHADE & Fabric Structures, Inc.

Colourshade is a registered trademark of Multiknit Pty. Łtd.

Steel:

- The structural integrity of the steel is warranted for 10 years.
- · Workmanship and powder coaled surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.

Thread:

- USA SHADE warranties its sewing thread for a period of 8 years.
- The thread will be free from defects in material/workmanship and will not be damaged by exposure to sunlight, weather, or water.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any Act of God (i.e. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code.
- Labor for the removal, assembly and/or freight of tops with damage caused by thread will only be covered in instances where USA SHADE has assembled the unit. In all cases where units where not assembled by USA SHADE, all labor for the removal, assembly and/or freight will be for the customers account and the warranty will only be applicable to the repair or replacement of defective materials.

Initials		
IDWAIS		

Corporate Mailing Address: P.O. Box 560168 Dallas, TX 75356-0168 (800) 966-5005





Remittance Address USA Shade & Fabric Structure Department 41349 P.O. Box 650823 Dallas, TX 75265

A Brand of USA SHADE & Fabric Structures, Inc.

16) Assembly/installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly
 crew at the job site on the scheduled assembly date to verify the exact location where the Structure(s) is to be placed.
- Labor for the removal, assembly and/or freight charges will only be covered by Company in instances where the Structures supplied
 and installed by Company are determined by the Company to be defective. In all cases where Structures are not installed by
 Company, all labor for the removal, assembly and/or freight of the Structures will be Purchaser's responsibility.
- Installation prices are based on a single mobilization charge, If additional mobilization is needed, there will be additional charges.
- If the requested Services require Company access to Owner's premises, Company will be provided access to the Owner's premises
 free and clear of debris, automobiles or other interference Monday thru Friday during the hours of 8am to 6pm, and Company will have
 access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. All
 automobiles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will
 result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and
 communicated to Company in writing prior to fabrication and installation.
- 17) Installation/Assembly on-site: Where installation/assembly is part of the Services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the Structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools etc., that the Structure(s) is/are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) <u>Site/Use Review by Purchaser</u>: Company relies on the Purchaser to determine that the Structure(s) ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend or supply, at additional cost, padding for posts from a third party manufacturer.
- 19) Preparatory Work: Where installation/assembly is part of the Services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days before in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) <u>Delegation: Subcontractors:</u> The Services and the manufacturing and assembly of the Structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) Force Majeure: Impracticability: The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any acts of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 22) <u>Dispute Resolution</u>: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, Tx by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) Entire Agreement; No Reliance: This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties or services provided hereunder.
- 24) No Third-Party Beneficiaries: This Agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) Governing Law: The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Initials	

SECTION 13 31 23 PRE-ENGINEERED FABRIC TENSION STRUCTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

1.3.1 With Bid Submittals:

- A. Provide proof of installed reference sites with structures for similar scope of project and installation that are engineered to CBC 2010 specifications. Include in reference list structures meeting the following size and criteria with install dates and project locations: Joined Hypar Sail Structures.
- B. Provide a minimum of 7 fabric samples to demonstrate fabric color range and powder coat color selections. Also provide letter of authorization from fabric manufacture for use of the specified fabric,
- C. Provide proof of all quality assurance items including;
 - 1. A list of at least 3 reference projects in CA that have been installed a minimum of 12 years.
 - Proof of General liability, Professional liability and umbrella insurance as per section 1.4 B
 - 3. Proof of current CA contractor's license Class A or Class B.
 - 4. Proof of current City of Los Angeles Approved Fabricators License
 - 5. Proof of a minimum of \$5,000,000 aggregate bonding capacity.
 - Proof of IAS certification as per section 1.4 D
 - Proof of a Corporate Safety Program along with an Injury & Illness Prevention Program.
 - 8. Proof of an Annual Maintenance Inspection Program

1.4 QUALITY ASSURANCE

- A. All bidders shall have at least 12 years experience in the design, engineering, manufacture, and installation of structures, engineered to California Building Code requirements with similar scope and a successful construction record of in-service performance.
- B. All bidders shall be able to provide proof with bid submittal of a minimum of \$1,000,000 general/public liability insurance, \$3,000,000 professional liability (PL) insurance and additional \$5,000,000 umbrella/excess liability insurance.
- C. All bidders shall be a licensed contractor in the state of California and shall be bonded and provide proof of a minimum bonding capacity of \$6,000,000 with bid.
- D. Manufacture shall have a City of Los Angeles approved fabricators license and be accredited by the IAS (International Accreditation Service) for Structural Steel Fabrication under UBC 97 & 2000 Section 1701.7 and IBC 2010 Section 1704.2.2

1.5 PROJECT CONDITIONS

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

1.6 WARRANTY

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

PART 2 - PRODUCTS

2.1 GENERAL

- A. The structures shall consist of the 1 25x25x25 3 point hyper sail with columns that are minimum 12" x Sch. 40 structural steel, 1 14x14 Peak Pyramid canti and 2 12x12 Peak Pyramid cantis with a cantilevered column that is a minimum of 7 gauge 5" round tubing and arms that are 8 gauge 3.5" round tubing.
- B. The structures shall be manufactured by USA SHADE & FABRIC STRUCTURES, Inc., or approved equal and include the structural steel frame, fabric roof, steel cables, all fasteners, and installation of structure(s) including project management and foundations.
- C. Contact USA Shade & Fabric Structures, Inc., 350 Kalmus Drive, Costa Mesa, CA 92626 Phone: (949) 466-4592, Fax: (714) 427-6982; Attn: Patti Abrecht.
- D. To qualify as an approved equal, please submit product documentation, fabric samples and all quality assurance criteria as per section 1.4 at least 10 days prior to bid to be considered. No substitutions will be allowed after the deadline. Any approval of alternate manufacturers shall be by addendum prior to the bid date and shall not be allowed without written notification.
- E. The shade structure shall conform to the current adopted version of the California Building Code 2010.
- F. All shade structures are engineered and designed to meet a minimum of 90 mph wind load, Exposure C and seismic (earthquake) load based on Zone 4. All shade structures shall be engineered with a zero wind pass through on the fabric.
- G. Steel:
 - All steel members of the shade structure shall be designed in strict accordance
 with the requirements of the "American Institute of Steel Construction" (AISC)
 Specifications and the "American Iron and Steel Institute" (AISI) Specifications for
 Cold Formed Members and manufactured in a IAS (International Accreditation
 Service) accredited facility for Structural Steel Fabrication under LABC 2011 based
 on IBC 2010 Section 1704.2.2
 - All connections shall have a maximum internal sleeving tolerance of .0625 inches using high tensile strength steel sections with a minimum sleeve length of 6 inches.
 - 3. All non-hollow structural steel members shall comply to ASTM A-36. All hollow structural steel members shall be cold formed, high strength steel and comply with ASTM A-500, Grade C. All steel plates shall comply to ASTM A-572, Grade 50. All galvanized steel tubing shall be triple coated for rust protection using an in-line electro-plating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

H. Bolts:

 All structural field connections of the shade structure shall be designed and made with high strength bolted connections using ASTM A-325, Grade B or SAE J249, Grade 8. 2. All stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washer for water tight seal at joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.

I. Welding:

- All shop welded connections of the shade structure shall be designed and performed
 in strict accordance with the requirements of the "American Welding Society"
 (AWS) Specifications. Structural welds shall be made in compliance with the
 requirements of the "Prequalified" welded joints where applicable and by certified
 welders. No onsite or field welding shall be permitted.
- All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to the requirement of 2010 CBC and 2011 LABC.

J. Powder coating:

- Galvanized steel tubing preparation prior to powder coating shall be executed in accordance to solvent cleaning SSPC-SP1. Solvent such as water, mineral spirits, xylol, toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning prior to surface preparation shall be executed according to Power Tool Cleaning SSPC-SP3 and utilizing wire brushes abrasive wheels and needle gun, etc.
- Carbon structural steel tubing preparation prior to powder coating shall be executed
 in accordance to commercial blast cleaning SSPC-SP6 or NACE #3. A commercial
 blast cleaned surface, when viewed without magnification, shall be free of all visible
 oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, products and other
 foreign material.
- Powder coating shall be sufficiently applied, with a minimum 3 mils thickness and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests as defined by the American Society of Testing Materials.
- 4. Powder used in the powder coat process shall have the following characteristics:
 - a. Specific Gravity: 1.68 +/- 0.05.
 - b. Theoretical coverage: 114 +/- 4ft²/lb/mil
 - c. Mass loss during cure: <1%
 - d. Maximum storage temperature: 75°F
 - e. POWDURA® Super Durable TGIC-Free Polyester provides better exterior durability, UV resistance and gloss retention than standard TGIC powders. Further, it accepts and holds onto electrical charge better and longer than standard TGIC powders, improving transfer efficiency by 10% or more. The technology's non-toxic, TGIC-free properties also contribute to making it a greener solution for metal finishers.
- K. Tension Cable: Steel cable is determined based on calculated engineering load.
 - 1. For light and medium loads; ¼" (nominal) galvanized 7x19 strand cable to be used.
 - 2. For heavy loads; 3/8" (nominal) galvanized 7 x 19 cable to be used.
- I. Fabric Roof Systems:
 - 1. UV Shade Fabric:
 - a. UV Shade fabric is made of a UV stabilized high-density polyethylene as manufactured by Multiknit. Mesh shall be rachel knitted with monofilament and tape yarn filler to ensure that material will not unravel if cut. Panels to be 10ft wide.
 - Fabric shall meet the following fire resistance tests:
 - 1) ASTM E84
 - 2) NFPA 701-97 (Weathered or unweathered)
 - 3) CA Fire Marshall Certification
 - 2. Stitching & Thread:
 - a. All sewing threads are to be double stitched.
 - b. Thread shall be GORE Tenara Sewing Thread manufactured from 100% expanded PTFE (Teflon); mildew resistant exterior approved thread. Thread shall meet or exceed the following:

- 1) Flexible temperature range
- 2) Very low shrinkage factor
- 3) Extremely high strength, durable in outdoor climates
- 4) Resists flex and abrasion of fabric
- Unaffected by cleaning agents; acid rain, mildew, salt water and rot resistant, unaffected by most industrial pollutants.
- 6) Treated for prolonged exposure to the sun.
- 3. Shade and UV Factors:
 - a. Shade protection and UV screen protection factors shall be as follows:

<u>Color</u>	UV Block %	Shade %
Pacific Blue	84%	82%
Rain Forest Green	83%	81%
Red	84%	85.5%
Silver	85%	81%
Desert Sand	86%	84.5%
Terracotta	85%	81%
Yellow	86%	84%

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installations of shade structures shall be performed by a State of CA licensed and bonded contractor with certified Rope Access Technicians on staff with experience in tension fabric structures.
- B. The contractor installing the structure shall comply with manufactures instructions for assembly, installation, and erection per approved drawings.
- C. Concrete:
 - Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318.
 - Concrete specifications shall comply in accordance with the section 03300, and detailed as per plans, shall be as follows:
 - a. 28 Days Strength F'c = 3000 psi
 - b. Aggregate: HR
 - c. Slump: 3-5
 - d. Portland Cement shall conform to C-150
 - e. Aggregate shall conform to ASTM C-33
 - 3. All reinforcement shall conform to ASTM A-615 grade 60.
 - 4. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual and Manual of Standard Practice.
 - Whenever daily ambient temperatures are below 80 degrees Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (See Table 1).
 - The contractor shall not pour any concrete when daily ambient temperature is below 55 degrees Fahrenheit.

TABLE 1

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

C. Foundations:

- 1. All Anchor Bolts set in new concrete shall be ASTM A-325.
- 2. All Anchor Bolts shall be Hot Dipped Galvanized.

3. Footings shall be as follows and full rebar cages set as per manufacturers specifications: The Sails are to have a minimum footings of 30" x 120" with full rebar cage as per manufacturers engineered specifications and drawings. The Peak Pyramid Cantis are to have a minimum footings of 30" x 60" with full rebar cage as per manufacturers engineered specifications and drawings.

END OF SECTION 13 31 23

Technical Approach and Design Concept Site Access

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

Rancho Penasquitos Skate Park Improvements Design-Build Contract

Technical Proposal

8 – Technical Approach and Design Concept – Site Access:



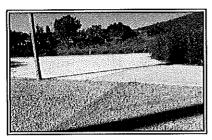
The design of the accessibility improvements in this project will be the result of a collaboration of the design team and the City of San Diego. The prime contractor of this project, HTA Engineering & Construction, Inc. will work closely with Schmidt Design Group to ensure compliance.

All accessibility upgrades will help the Rancho Penasquitos Skate Park to comply with 2010 ADA Standards, 2010 CBC, current Standard Drawings, and Park and Recreation Design Guidelines. An accessible path to and from the accessible parking spaces and loading zone will be provided. Other accessibility upgrades (striping, signage, leveling the DG area next to the loading zone, etc..) will also be performed to enhance the skate park's accessibility features.

Rancho Penasquitos Skate Park Improvements Design-Build Contract

Accessibility Upgrades:

Upgrades to the skate park prompted upgrades to the path of travel. These accessibility improvements in this project will be addressed:



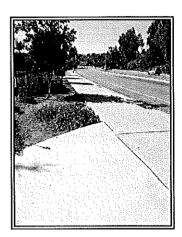
An accessible path of travel to and from the skate park to the accessible parking spaces and loading zone is required by the 2010 ADA Standards. Portions of the walkways' and sidewalks' current cross slopes exceed 2%.

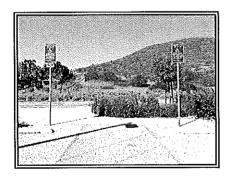
We will repair/replace noncompliant concrete sidewalk

panels (about 900 SF) to decrease current cross slopes to not exceed 2% in three different areas to ensure an accessible path of travel.

We will also repair the uneven surface (about 220 SF) at the crosswalk in the parking lot to ensure a safe accessible path of travel.

Locations are diagrammed on highlighted on the $11'' \times 17''$ Accessibility Improvements Plan.



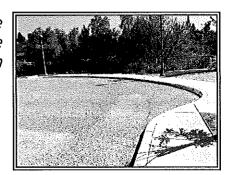


The accessible parking spaces lack appropriate signage and detectable warning system tiles at the curb ramp.

Two detectable warning tiles will be installed at the curb ramp to alert pedestrians that there is a curb ramp approaching their path of travel. Two "\$250.00 Minimum Fine" will be installed, one at each of the two existing posts.

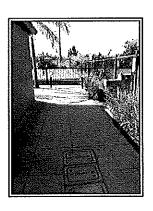
The passenger loading zone lacks adequate accessibility signage and striping. The curb ramp at the loading zone also lacks a detectable warning system tile.

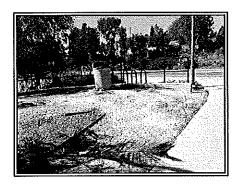
The loading zone will have appropriate signage and striping added to make the area ADA compliant. A detectable warning tile system will be added to the curb ramp.



The drinking fountain in the skate park is compliant, but currently, the concrete area in front of the existing compliant drinking fountain's slope exceeds 2%.

As sections of the concrete surface in front of the drinking fountain has rose over the years, about 130 SF of concrete will be repaired to ensure that the concrete surface will be leveled to a maximum slope of 2% as a part of the accessible path of travel.



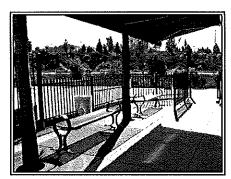


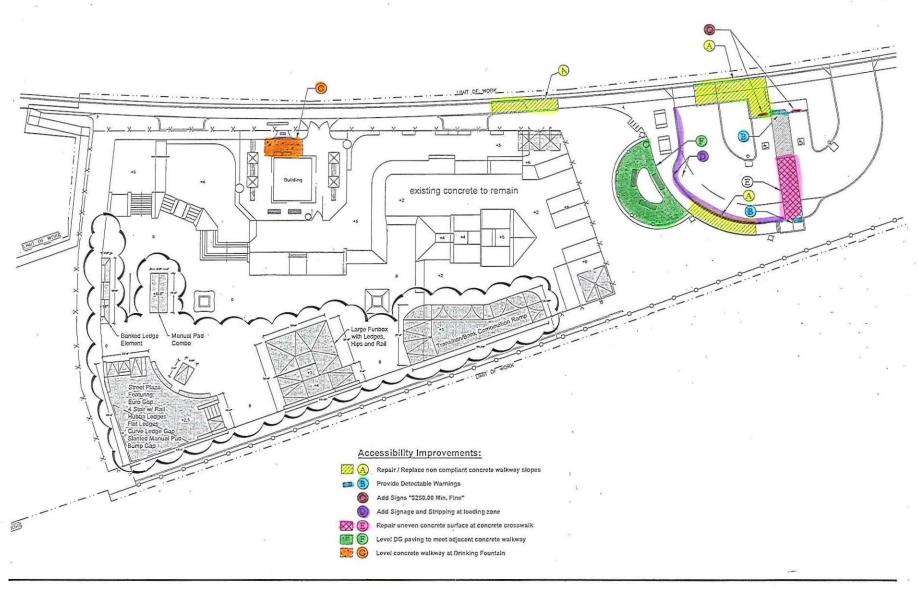
There is erosion of the decomposed granite in the area next to the loading zone. This erosion is especially visible next to the concrete surface.

The decomposed granite area next to the loading zone will be leveled to prevent any future accidents. Special attention will be paid to the decomposed granite next to the concrete surface.

The existing benches inside the park overlooking the ramps are accessible benches but their placement do not allow a space for a wheelchair beside them.

The bench closest to the gate will be moved to provide a 36" clearance between the column and the bench to provide a space for a wheelchair.





SCHMIDT DESIGN GROUP, INC. C C C State of the SCHEMATIC RENOVATION

Rancho Penasquitos Skatepark SAN DIEGO, CA



Project Number: 13-408 Date: February, 2013

Equal Employment and Contracting Opportunity (EOCP)

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

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

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

Equal Employment Opportunity Policy Statement

It is HTA Engineering & Construction, Inc.'s policy to prohibit discrimination based on race, color, religion, national origin, sex (including sexual harassment), age, (40 years and over), disability (mental & physical), or reprisal for involvement in EEO activity. HTA is fully committed to preventing or correcting unlawful discrimination in its employment policies, procedures, practices, and operations.

The non-discrimination policy covers all company personnel / employment programs, management practices and decisions, including recruitment/hiring, merit promotion, transfer reassignments, training and career development, benefits, discipline, and separation. All company employees are to be afforded an equal opportunity to complete on a fair and level playing field. HTA supervisors and managers are expected to take an active role in promoting and implementing the company's equal opportunity goals and objectives.

HTA is committed to maintaining a work environment that is free of retaliation. The company will take appropriate action against any HTA official who retaliates against any employee for participating in the EEP process. HTA is also committed to maintaining a work environment free of harassment. Employees are encouraged to advise supervisors, managers, or the company president of discriminatory conduct affecting the company's work environment.

All HTA employees are responsible for implementing the company's equal employment opportunity policy in their daily actions, conduct, and decisions. Managers and supervisors must continually monitor the workplace to ensure an environment free of unlawful discrimination, hostility, intimidation, reprisal, or harassment. Prompt remedial action must be pursued to correct inappropriate behavior under this policy.

Each individual is expected to abide by the letter, intent, and spirit of the equal opportunity laws and policies applicable to federal employment. Achievement of the company's equal opportunity objectives will enhance the company's ability to accomplish its mission.

Hatim T. Askar President

HTA

ENGINEERING & CONSTRUCTION, INC.

License No. 798372

12520 Kirkham Ct., Suite #8, Poway, CA 92064

Tel: (858) 486-3240 Fax: (858) 486-3285

HTA's Strategies to Promote a Diverse Workforce

It is HTA Engineering & Construction, Inc. ensures and maintains a working environment free of harassment, intimidation, and coercion at all sites and facilities at which the contractor's employees are assigned to work. We ensure that all on site supervisory personnel are aware of and carry out the company's obligation to maintain a diverse workforce by the following:

- -Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor.
- -Provide notice of HTA's Equal Employment Opportunity Policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its Equal Employment Opportunity Policy obligations by including it in any policy manual and collective bargaining agreement.
- -Establish and maintain a current list of minority recruitment sources, provide written notification to minority sources and to community organizations when the contractor has employment opportunities available and maintain a record of the organizations responses.
- -Review, at least annually, the company's Equal Employment Opportunity Policy obligation with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Foremen, etc. prior to initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- -Direct our recruitment efforts both oral and written to minorities and community organizations, to schools with minorities and students recruitment and training organizations serving the contractors recruitment and employment needs.

- -We maintain a current file of the names, addresses and telephone numbers of each minority off the street application as well as referrals from unions, recruitment source, and community organizations.
- -Conduct an inventory and evaluation of minority personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training such opportunities.
- -Document and maintain a record of all solicitation of offers for subcontracts from minority contractors and suppliers, including circulation of so solicitations to minorities' contractor and other business associations.
- -Encourage present minority to recruit other minority persons, provide after school, summer, and vacation employment, both on the on-site and in other areas of the contractors workforce.

Hatim T. Askar President

City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue * Suite 200 * San Diego, CA 92101 Phone (619) 236-6000 * Fax (619) 235-5209

WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program San Diego Municipal Code Section 22.3501 through 22.3517, is to ensure that contractors doing buisness with the City or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, incluiding apprenticeship. Contractors required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

		00111		on ibentili torni	J 1 4	
Type of ContractorŊ	Construction Consultant	[] Vendor/Supplier [] Grant Recipient		Financial Institution Insurance Company		Lessee/Lessor Other
Name of Company	HTA Engine	eering & Construction	. Inc.			
ADA/DBA	HTA Engine	eering & Construction	<u>, Inc</u> .			
Address (Corporate Hea	dquarters, whe	ere applicable):	<u>5450</u>	Complex Street, S	uite :	<u>303,</u>
City San Diego	County	San Diego	State	<u>CA</u>	Zip	92123
Telephone Number:	(858) 598-6	8855 Fax Numbe	r <u>(8</u>	<u>58) 836-1263</u>		
Name of Company CEO	;	Hatim Askar				
Address(es), phone ar	nd fax number	r(s) of company facilitie	s locate	ed in San Diego Cour	nty (if	different from above):
Address						
City						
Telephone Number:						
Type of Business	Engineering	g & Construction				
The Company has appoin	inted:	Hatim Askar				
		ty Officer (EEOO). The mative action policies o				to establish, disseminate and be contacted at
Address	5450 Comp	olex Street, Suite 303	, San (Diego, CA 92123		
Telephone Number:	(858) 598-6	8855 Fax Number	ır <u>(8</u>	<u>58) 836-1263</u>		
hereby certify that the	presentative o information p	Work Force and/or of HTA Engineering & C rovided herein is true a	onstruc	Managing Office Work tlion in <u>San Diego Co</u> ect. This document v	unty	e <u>In the State of California</u> xecuted on this <u>6th</u> day of March, 2013.
(Authorized Signature) F						

NAME OF FIRM:

INTRUCTIONS: For each occupational														S
in row provided. Sum of all total should either a full or part time basis. The follow		-											/ UII	
entier a fun of part time basis. The folic	wing 9	roup a	0.00	O II IOIG	uou iii	Ott II II C	outoge	71100 IIC	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	00/01111	10 0010			
(1) African-American, Black						(5) F	Filipino							
(2) Latino, Hispanic, Mexican-America	n. Puer	to Rica	an			٠.	Caucas	ian						
(3) Asian, Pacific Islander	.,						Other e		: not fa	aillina i	nto anv	of the	other	aroups
(4) American Indian, Eskimo						(.)								3
(4) / tiple to all maiori, _starts														
OCCUPATIONAL CATEGORY	(1))	(1)	(1)	(1))	(1))	(1)		(1))
	Àf	rican					Am	erican					1 -	ther
	Am	erican	La	atino	Λ	sian	In	dian	Fil	ípino	Cau	casian	Ethr	nicities
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial											1	1		
Professional Specialty										1	1			
Engineers/Architects								<u> </u>	<u> </u>					
Technicians and Related Support		<u> </u>												
Services	<u> </u>	<u> </u>								<u> </u>	<u> </u>		<u> </u>	
Precision Production, Crat and Repair												<u> </u>	<u></u>	
Machine Operators, Assemblers, Inspections	<u> </u>	<u> </u>	<u> </u>		<u> </u>	_					<u> </u>		<u> </u>	
Transportation and Material Moving	<u> </u>	<u> </u>	<u> </u>		<u> </u>	_		ļ	<u> </u>			<u> </u>	<u> </u>	ļ
Handiers, Equipment Cleaners, Helpers and Non-construction Laborers*														
					-1		····		<u> </u>		<u> </u>			\vdash
Construction laborers and other field employees are n	ot to be in	cluded in	this page	e										
TOTALS EACH COLUMN) (0 ()	0	0 () () 1	2	1) (
			•				•	· · · · · · · · · · · · · · · · · · ·						-
GRAND TOTAL ALL EMPLOYEES						_		4						
											_			
INDICATE BY GENDER AND ETHNICITY THE N	UMBER (OF ABO	VE EMPI	LOYEES	WHO A	RE DISA	ABLED							
DISABLED		<u> </u>	<u> </u>			<u> </u>		<u> </u>					<u> </u>	
NON-PROFIT ORGANIZATIONS ONLY								,		.,	,			
BOARD OF DIRECTORS							_	$oldsymbol{ol}}}}}}}}}}}}}}}}}$				<u> </u>	<u> </u>	
VOLUNTEERS				-			1		↓	<u> </u>	<u> </u>		<u> </u>	
ARTIST	_										<u> </u>	<u> </u>		

HTA Engineering & Construction, Inc.

March.2013

Date

NAME	OF	FIRM:

HTA Engineering & Construction, Inc.

Date

March.2013

INTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all total should be equal to your total work force. Include all those employed by your company on either a full or part time basis. The following group are to be included in ethnic categories listed in columns below:

(1) African-American, Black

(5) Filipino

(2) Latino, Hispanic, Mexican-American, Puerto Rican

(6) Caucasian

(3) Asian, Pacific Islander

(7) Other ethnicity: not failling into any of the other groups

(4) American Indian, Eskimo

OCCUPATIONAL CATEGORY	Afr	(1) African American		(1) Latino		(1) Asian		(1) American Indian		(1) Filipino		(1) Caucasian		(1) Other Ethnicities	
OCCUPATIONAL CATEGORY															
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Carpenter			ļ												
Drywall Insstaller	_														
Electrician															
Elevator Installer															
Finisher, Concrete or Terrazzo			5												
Glazier															
Helpers, Construction Trade															
Iron workers, Structural Metal Workers															
Iron workers, Structural Metal Workers															
Laborers			3								2				
Landscape			2		<u> </u>										
Masons, Bricklayers		<u> </u>													
Tilesetters															
Operators			1								1				
Painters		L.													
Pipefitter, Plumbers															
Plasterers															
Roofers															
Security, Protective Services															
Sheet Metal, Duct Installers															
Welders, Cutter						<u> </u>							<u> </u>		
TOTALS EACH COLUMN	0		11	0	0	0	0	0	0	0	3	C	0	0	

GRAND TOTAL ALL EMPLOYEES

14	

MONTHLY EMPLOYMENT REPORT

Contractor

HTA Engineering & Construction, Inc.

Employer I.D. Number

61-1403228

Project Title

All Projects

Reporting Period: 2/1/13-2/23/13

Employee List			Male or	1 4		2	Number of Hours
Last Name, First Name, Middle Initial		SocialSecurity #	Female	1 Ethnic Symbol	Craft	Employee Source	Worked All Projec
1 ALVELAIS, AMARO		*** 0641	Male	MA	Laborer/CM	0	72.5
2 AREVALO, JESUS		*** <u>57</u> 97	Male	MA	Laborer/CM	0	103,
3 CABRERA, EDGAR		****1971	Male	MA	Laborer/CM	0	100.0
4 CABRERA, FIDEL		****7510	Male	MA	Laborer/CM/Operator	0	108.
5 DOHERTY, MATTHEW G		****3168	Male	CA	Laborer/Operator	О	62,
6 GALLEGOS, JESUS		****5160	Male	ма	Laborer/CM	0	84.
7 GALLEGOS, RAUL		****0641	Mate	MA	Laborer/CM	0	114.
8 GALLEGOS, ROGELIO		****5797	Male	МА	Foreman	0	142,
9 GOMEZ, JAVIER		****8303	Male	МА	Laborer	0	62.
10 MEDINA, ADRIAN		****9962	Male	ма	Laborer	0	5.
11 TORRES, CARLOS		****8529	Male	MA	Landscape	0	5.
12 TORRES, EFRAIN		****6295	Male	МА	Landscape	o	9.
13 WILLIAMS, MICHAEL		****4661	Male	CA	Superintendent/Operator	0	67.
14 ZAKHOLY, SAKFAN		****7178	Male	CA	Laborer	0	34.
				 			
							-
1Ethnic Symbol			1	2F	mployee Source		
Black, African American	BL				ship Program A	1	
Mexican American, Hispanic, Latino, Puerto Rican	MA			Employme	nt Agency E	1	
Native American, American Indian, Eskimo	NA			Training P	rogram T	1	
Asian, Pacific Islander	AP			Union Hiri		7	
Filipino	FI	+		Other	0	1	
Caucasian	CA			<u> </u>		_	
Other Ethnicity (not defined above)	отн	l					

Other Ethnicity (not defined above)

I certify under penalty of perjury that the foregoing information is true and correct

Hatim Askar, President
Printed Name/Title

3/6/2013 Date Prepared

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.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
Name: SCHMIDT DESIGN CROUP INC. Address: 2655 FAULTH AV. City: SQI DIEGO State: CA Zip: 92103 Phone: 619-236-6297	DESIGNER	DESIGN SERVICES	10-9	SCBE	CITY 07 5-D.	
Name: <u>USA SHADE & FABRIC STR.</u> ISC. Address: <u>350 KALNUS</u> <u>D2</u> City: <u>COSTO MAA</u> State: <u>CA</u> Zip: <u>92626</u> Phone: <u>714-127-6981</u>	COUSTR.	SHADE STRUCTURES	17.9			
Name: Address: City: State: Zip: Phone:						

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

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

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

in appropriate, pesign bander than maleute it baccontracter	D beranda 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	CAD ₀ GS	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

Form Number: AA15

Attachment D

Rancho Penasquitos Skate Park Improvements 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, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed PERCENT VALUE, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the subcontractor participation percentages.

	ME, ADDRESS AND TELEPHONE IMBER 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:							
	State:						
Zip:	Phone:						
	State:						
Zip:	Phone:						
Name:							
City:	State:						
Zip:	Phone:						
① A	as appropriate, Design-Builder shall identif	y Vendor/Supplier as one of	f the following and sha	ll include a valid p	roof of certification (exc	ept for OBE, SLBE and ELBE	:):
	Certified Minority Business Enterprise		- .	ified Woman Busii		WE	•
	Certified Disadvantaged Business Enterpr				eran Business Enterprise	DVE	BE .
	Other Business Enterprise				cal Business Enterprise	ELE	
	Certified Small Local Business Enterprise Woman-Owned Small Business			ll Disadvantaged E	Business	SD	_
	Service-Disabled Veteran Owned Small F		∕oSB HUI DVOSB	BZone Business		HUBZo	ne
2) A	s appropriate, Design-Builder shall indicate						
	City of San Diego	* *	•	e of California Den	partment of Transportation	n CALTRAN	IS
	California Public Utilities Commission	C			inority Supplier Diversit		
	State of California's Department of Gener		ADoGS City	of Los Angeles		•	A
	State of California	CA	A U.S.	Small Business A	dministration	SB	A
he Design	a-Builder will not receive any subcontrac	ting participation percent	ages if the Design-Bu	ilder fails to subn	it the required proof o	f certification (except for OB	E, SLBE and

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

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA30

Attachment D

Rancho Penasquitos Skate Park Improvements Design-Build Contract

City of San Diego

CONTRACTOR'S NAME: HTA ENGINEERING & CONSTRUCTION, INC.

ADDRESS: 5450 COMPLEX STREET SUITE 30'S, SAN DIEGO, CA 92123

TELEPHONE NO.: 858'598' 6855 FAX NO.: 858' 836' 1263

CHY CONTACT: Cloudia Abarra Contrat Servicial Empirical Contrated Servicial Empirical Empirica CITY CONTACT: Claudia Abarca - Contract Specialist, Email: CAbarca@sandiego.gov. Phone No. (619) 533-3439, Fax No. (619) 533-3633

SBose/NB/RIR

CONTRACT DOCUMENTS

FOR



RANCHO PENASQUITOS SKATE PARK IMPROVEMENTS DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

BID NO.:	K-13-5742-DB1-2	
SAP (WBS/IO/CC NO.):	S-12002	
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 BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting 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			
(2)	Signature (Given and surname) of proprietor			
(3)	Place of Business (Street & Number)	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
(4)	City and State		Zip Code	*
(5)	Telephone No.	Facsimile No	· Communication	

BIDDING DOCUMENTS

	_	
(1)	Name under which business is conducted	
(2)	Name of each member of partnership, indicate (limited):	te character of each partner, general or specia
(3)	Signature (Note: Signature must be made by a	
	Full Name and Character of partner	
(4)	Place of Business (Street & Number)	
(5)	City and State	Zip Code
(6)	Telephone No.	Facsimile No.
	Name under which business is conducted H7. Signature, with official title of officer authoriz	
(2)	· ·	C I
	Hati Askan (Signature)	
	HATIM ASKAR	
	(Printed Name)	
	PRESIDENT	
	PRESIDENT (Title of Officer)	// C + C 1 T
		(Impress Corporate Seal Here
	Incorporated under the laws of the State of \underline{C}	
(4)	Place of Business (Street & Number) 5450	COMPLEX STREET SUITE 303
(5)	City and State SAN DIEGO	Zip Code <u>92123</u>
	4	
(6)	Telephone No. 858, 598, 6853	Facsimile No. 858 '836 '12 63

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING 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

LICENSE NO. 798372 EXPIRES 07-31-2014,

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): 28

E-Mail Address: + 1 m @ hta enq. com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature Hote T- Askan Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 5 DAY OF MANCH ,2013.

Notary Public in and for the County of S.D., State of A

(NOTARIAL SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA County of San Julyo On 05:05:2013 before me, Blue personally appeared Maxim J.	My Cross May Public Apre Insert Name and Title of the Officer Maxwar Name(s) of Signer(s)
BEVERLEY J. CROSS COMM. #1958264	who proved to me on the basis of satisfactory evidence to be the person(e) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(e) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
Notary Public California & San Diego County My Comm. Expires Oct. 27, 2015	and correct. Witness my hand and official seal.
Place Notary Seal Above	Signature Signature of Notary Rubby
Though the information below is not required by law.	ITONAL It may prove valuable to persons relying on the document reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: Bio Doc.	
Document Date: 03-05 · 13	Number of Pages:/
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	☐ Guardian or Conservator ☐ Top of thumb here ☐ Other:
Signer is Representing:	Signer Is Representing:
	F

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

State of California)	
County of SAN DIEGO) ss.	
HATTIN T. ASKAR, , b	eing first duly sworn, deposes and
0	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 g	enuine and not collusive or sham;
that the bidder has not directly or indirectly induced or solicited an	y other bidder to put in a false or
sham bid, and has not directly or indirectly colluded, conspired, co.	nnived, or agreed with any bidder
or anyone else to put in a sham bid, or that anyone shall refrain from	m bidding; that the bidder has not
in any manner, directly or indirectly, sought by agreement, cor	nmunication, or conference with
anyone to fix the bid price of the bidder or any other bidder, or to	o 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 propos	sed contract; that all statements
contained in the bid are true; and further, that the bidder has not, d	irectly or indirectly, submitted his
or her bid price or any breakdown thereof, or the contents thereof	c, or divulged information or data
relative thereto, or paid, and will not pay, any fee to any co	orporation, partnership, company
association, organization, bid depository, or to any member or ager	nt thereof to effectuate a collusive
or sham bid.	
M 2 1 12	
Signed: Halin Hoka	
Signed: Det Aoka Title: PRESIDENT	
Subscribed and sworn to before me this	day of MANCH, 2013
Notary Publ	ic
(SEAL)	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	}
County of San Diego	
On 15:05:2013 before me, Sing	leng here linsert Name and Title of the Offiger
personally appeared #afin 7	ASKAW Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their-signature(e) on the instrument the person(s), or the entity upon behalf of which the person(e) acted, executed the instrument.
BEVERLEY J. CROSS COMM. #1958264 Notary Public California	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Sán Diego County My Comm. Expires Oct. 27, 2015	Witness my hand and wilcial seal.
Place Notary Seal Above	Signature Signature of Notary Public
OP7	TIONAL
Though the information below is not required by law, and could prevent fraudulent removal and	it may prove valuable to persons relying on the document reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	N APFIDANT BID DOC
Document Date: 03-05-/3	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:
Signer is Representing:	Signer Is Representing:

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 ON	NE BOX ONLY	<u>Y.</u>				
×	subject of	a compla	int or pending a	ction in a lega	l administr	Bidder has NOT been the ative proceeding alleging ors, vendors or suppliers.
	subject of that Bidde A descrip	a complar or discrimition of th	int or pending ad nated against its	ction in a lega s employees, s lution of that	l administr subcontract complaint	the Bidder has been the ative proceeding alleging ors, vendors or suppliers. The including any remedial
DATE OF CLAIM	LOCATION	DESCRI	PTIONOFCLAIM *	Linigation (YA)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
		· · · · · · · · · · · · · · · · · · ·				
			· · · · · · · · · · · · · · · · · · ·			
				<u> </u>		
Contractor N	Name: HTA	ENGIN	EEMNG \$ (ONSTRUC	170W, I	enc.
Certified By						President 03-05-13
<i>-</i>	*********	,	ASKAR Name			
	21	2ti	. Aske	.	Date _	03-05-13
	/ /	~	Signature			

USE ADDITIONAL FORMS AS NECESSARY

COMPANY INFORMATION

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

Company Name: HTA ENGINEERING & CONSTRUCTION, PNC.	Contact Name: HATTM ASKAR
Company Address: 5450 COMPLEX STREET, SUITE 303	Contact Phone: 858, 598, 68 55
SAW DIEGO, CA 92123	Contact Email: time htaeng, com
CONTRACT INFORM ATION	
Contract Title: RANCHO PENIASQUITOS SKATE PARK IMPRUVEMENTS D	ESIGN BUILD Start Date:
Contract Number (if no number, state location): 12 - 13 - 5742 - 08	1-2 End Date:
SUMMARY OF EQUAL BENEFITS ORDINANCE	REQUI REMENTS
The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with cequal 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 contractor shall offer equal benefits to employees with spouses and employees are spoused as the spouse and employees are spoused as the spouse and employees are spoused as the spouse are spoused as the spouse and employees are spoused as the spouse are spoused as the sp	·
 Benefits include health, dental, vision insurance; pension/401(k) plans; bereave travel/relocation expenses; employee assistance programs; credit union membersh 	ip; or any other benefit.
 Any benefit not offer an employee with a spouse, is not required to be offered to an Contractor shall post notice of firm's equal benefits policy in the workplace and notify 	· ·
periods.	employees at time of fine and during open enrollment
Contractor shall allow City access to records, when requested, to confirm compliance	·
Contractor shall submit <i>EBO Certification of Compliance</i> , signed under penalty of perj	• •
NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the CONTRACTOR EQUAL BENEFITS ORDINANCE	
Please indicate your firm's compliance status with the EBO. The City may request support	
	ing documentation.
I affirm compliance with the EBO because my firm (contractor must se	<u>elect one</u> reason):
☐ Provides equal benefits to spouses and domestic partners.	
✓ Provides no benefits to spouses or domestic partners.✓ Has no employees.	
☐ Has collective bargaining agreement(s) in place prior to Janua	ary 1, 2011, that has not been renewed or expired
I request the City's approval to pay affected employees a cash equival reasonable effort but is not able to provide equal benefits upon contract	
of a cash equivalent for benefits available to spouses but not domestic effort to extend all available benefits to domestic partners.	
It is unlawful for any contractor to knowingly submit any false information to the City regar the execution, award, amendment, or administration of any contract. [San Diego Municipal	
Under penalty of perjury under laws of the State of California, I certify the above inform understands the requirements of the Equal Benefits Ordinance and will provide and mail pay a cash equivalent if authorized by the City.	nation is true and correct. I further certify that my firm ntain equal benefits for the duration of the contract or
HATIM ASKAR, PRESIDENT III.	Aska 03-05-13
	gnature Date
FOR OFFICIAL CITY USE ONLY	1
Receipt Date: EBO Analyst: □ Approved □ Not	Approved – Reason:
	rev 02/15/2011

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 RANCHO PENASQUITOS SKATE PARK IMPROVEMENTS DESIGN-**BUILD CONTRACT**
- 2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
- 3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
- 4. The Design-Builder has 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: 03-05-2013
Design-Builder: HTA BNGINETRING & CONSTRUCTION, THE
By: Askar (Signature)
Fitle: PRESIDENT

PRICE PROPOSAL FORMS

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

Item No.	NAICS CODE*	Description	Quantity	D**	Unit	Unit Price	Amount
110.							
1	237990	Bonds (Payment and Performance)	1		LS		\$ 5,300
2	541330	Engineering and Design Services for accessibility upgrades, skate elements and shade structures.	1	D	LS		\$36,500
3	237310	Field Construction of accessibility upgrades including: parking/loading, path of travel, signage and access to site amenities			LS		\$ 18,000
4	237990	Field Construction of Skate Elements			LS		\$144 200
5	238120	Field Construction of shade structures			LS		\$ 53 500
6	541330	Storm Water Pollution Prevention Program - Design		D	LS		\$ 300
7	237990	Storm Water Pollution Prevention Program - Implementation			LS		\$ 700
8	238990	Disposal of Class I Regulated Waste Material	1		LS		\$ 1500
9	237990	City Contingency-Type II Allowance	1		· AL		\$25,000.00
	TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 9 INCLUSIVE) \$2						\$285,000.00

^{*} Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 9, inclusive) amount written in words:

TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS & NO CENTS

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

The Design-Builder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged): 1, 2,3

BIDDING DOCUMENTS
Design-Builder: HTA ENGINEERING & CONSTRUCTION, FNC.
Title: PRESIDENT
Signature: Aska.
The names of all persons interested in the foregoing proposal as principals are as follows:
HTA ENGINEERING & CONSTRUCTION, INC.
HATIM ASKAR

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 will be determined as described in Section 5.6 of the RFP.
- 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.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: SCHNIDT DESIGN GLOUP No. Address: 2655 FavATH Av. City: San DIEGO State: CA Zip 92 (03 Phone: 619-136-6297	*DESIGNER	DESIGNI SERVICES	31,030	SLBE	CITY OF S-D.	
Name: <u>USA SHADE & FABRIC STR.</u> IN Address: <u>350 KALMUS</u> DR. City: <u>COSTA MESA</u> State: <u>CA</u> Zip: <u>92626</u> Phone: <u>714-127-6981</u>	COUSTR.	SUPPLY \$ INSTACLATION OF SHADE STRUCTURES	50,920			
Name: 747 3766 - 13 9 2 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 (MBE Certif DBE Certif DBE Certif SLBE Small	clude a valid proof of ce fied Woman Business En fied Disabled Veteran Bu fied Emerging Local Bus Disadvantaged Busines Zone Business	nterprise usiness Enterprise uiness Enterprise]	WBE 200 WBE DVBE ELBE SDB BZone
As appropriate, Design-Builder shall indicate: City of San Diego California Public Utilities Commission State of California's Department of General State of California	Services (CITY State CPUC San E CADoGS City of	of California Departmen Diego Regional Minority of Los Angeles Small Business Administ	Supplier Diversity Counc	CALT cil SRI	RANS MSDC LA SBA

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

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS

TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

Rancho Penasquitos Skate Park Improvements 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**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If

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 SDVOSB®	- WHERE CERTIFIED®
Name:						<u> </u>
Address:						
City: State:						
Zip: Phone:						
Name:						
Address:						
City: State:						
Zip: Phone:						
Name:						
Address:						
City: State:						
Zip: Phone:						
As appropriate, Design-Builder shall identify	Vendor/Supplier as one of t	he following and shall i	nclude a valid pr	oof of certification (exce	pt for OBE, SLBE and ELB	E):
Certified Minority Business Enterprise	ME		ed Woman Busin		• • • • • • • • • • • • • • • • • • • •	BE
Certified Disadvantaged Business Enterpris	se DB OB			ran Business Enterprise		BE BE
Other Business Enterprise Certified Small Local Business Enterprise	OB SLI		ed Emerging Loc Disadvantaged B	eal Business Enterprise		ље DB
Woman-Owned Small Business	Wo		one Business	asmoss	HUBZ	
Service-Disabled Veteran Owned Small Bu	isiness SD	VOSB				
② As appropriate, Design-Builder shall indicate	if Vendor/Supplier is certifi	ied by:				
City of San Diego	CIT			artment of Transportation		
California Public Utilities Commission	CP)			nority Supplier Diversity		
State of California's Department of Genera State of California	l Services CA CA		Los Angeles nall Business Ac	Iministration		LA BA
State of Camornia	CA		пап разшезу И	mmusu auvu	S	DA

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

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

Form Number: AA25

Attachment D

Rancho Penasquitos Skate Park Improvements Design-Build Contract

U.S. Specialty Insurance Company



601 S. Figueroa St., Suite 1600, Los Angeles, CA 90017 (310) 649	-0990
PR	OND NO EMIUM D DATE: _MARCH 5, 2013
BID BOND	And Anna the
KNOW ALL MEN BY THESE PRESENTS, That we, HTA ENGINEERING & CONSTRUC HTA CONSTRUCTION	TION, INC. DBA:
(hereinafter called Principal), as Principal, and U.S. Specialty Insurance Comporganized and existing under the laws of the State of Texas and authorized to transact State of CALIFORNIA	pany , a corporation, a general surety business in the
(hereinafter called Surety), as Surety, are held and firmly bound untoCITY OF SAN DIEG	O and a second
(hereinafter called Obligee) in the penal sum of TEN percent (not to exceed TEN PERCENT OF GREATER AMOUNT BID	10 %) of amount bid
Dollars (\$ _10%	
for the payment of which the Principal and the Surety bind themselves, their heirs, execu	tors, administrators, successors
tate of California)	OPTIONAL SECTION
ounty ofSAN DIEGO)	CAPACITY CLAIMED BY SIGNER Though statute does not require the Notary to fill in the data below, doing so may prove
n 02/27/2013 before me, DEBORAH D. DAVIS, NOTARY PUBLIC	invaluable to persons relying on the document. INDIVIDUAL
ersonally appeared MARK D. IATAROLA ,	CORPORATE OFFICER(S)
ho proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR

SAN DIEGO COUNTY My Comm. Exp. APRIL 21, 2015

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

WITNESS my hand and official seal.

Λ	1
Signature of Notary	

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

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

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

TITLE OR TYPE OF DOCUMENT.

- DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	7
County of Sen Will	}
On 03/04/13 before me, Bener	ley J. Cross Notary Public,
Maxim V	1, and an
personally appeared	Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person(e) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(e) acted, executed the instrument.
BEVERLEY J. CROSS COMM. #1958264 Notary Public California San Diego County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
My Comm. Expires Oct. 27, 2015	Witness my hand and official seal.
Place Notary Seal Above	Signature Signature of Molar Public
OP7	TIONAL — U O
Though the information below is not required by law, and could prevent fraudulent removal and	it may prove valuable to persons relying on the document reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: <u>Bid Bond</u>	
Document Date: <u>177/3015</u>	Number of Pages:
Signer(s) Other Than Named Above:	
Compaint/ice \ Claimed by Cianay(a)	·
Signer's Name: Am Gradul Individual Corporate Officer — Title(s): Actorney in Fact Trustee Guardian or Conservator Other:	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:
Signer Is Representing:	Signer Is Representing:









POWER OF ATTORNEY

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

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

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond *****Fifteen Million***** penalty does not exceed Dollars (\$ ** 5,000,000.00**).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

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

Corporate Seals







Daniel P. Aguilar, Vice President

County of Los Angeles

SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

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

Signature

(Seal)

Commission # 1998319 Notary Public - California Las Angeles County My Comm. Expires Dec 8, 2016

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 27TH 2013

Corporate Seals

Bond No.

4013 Agency No.





Jeannie Lee, Assistant Secretary

LIST OF WORK MADE AVAILABLE

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

ITEM OF WORK MADE AVAILABLE.	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
DESIGN SERVICES	1	Y	31,030	10.9
SHADE STRUCTURES	Ν	Y	31,030 50,920	17-9
		-		
	1144000			

Form Title:

LIST OF WORK MADE AVAILABLE

Form:

AA60

(Rev. September 2011)



THE CITY OF SAN DIEGO

June 14, 2012

Schmidt Design Group, Inc. Glen Schmidt 2655 Fourth Avenue San Diego, CA 92103

Subject: Small Local Business Enterprise Certification

Dear Glen:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 12SD0752 and your classification is Professional Services. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective June 11, 2012. This certification expires on June 11, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to https://pro.prismcompliance.com select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail pjordan@sandiego.gov.

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

Thank you,

who hulk Debra Fischle-Faulk

Department Director



City of San Diego



Small Local Business EnterpriseCertification

HTA Engineering and Construction, Inc.

Emerging Local Business Enterprise (ELBE)

Construction (NAICS: 237110, 237310, 237990, 238110)

Certification Number: 10HT0013

Effective Date: 07/01/2012

Expiration Date: 07/01/2014

Debra Fischle-Faulk Administration Department Director