

# Sportsplex USA of Santee, Inc.

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## **Request for Proposals For**

## **TOWN CENTER COMMUNITY PARK SPORTS COMPLEX**

## **Design Build Project**

RFP Issued: October 7, 2022

Non-Mandatory Pre-Bid Meeting: Tuesday, October 25, 2022 10:00am

Proposals Due: November 3, 2022 at 5:00 p.m.

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**Physical Address:**  
Sportsplex USA  
9951 Riverwalk Drive  
Santee, CA 92071

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**Mailing Address:**  
Sportsplex USA  
9951 Riverwalk Drive  
Santee, CA 92071

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**SPORTSPLEX USA OF SANTEE, INC.**  
**REQUEST FOR PROPOSALS**  
**TOWN CENTER COMMUNITY PARK, SPORTS COMPLEX SOCCER ARENA**

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## 1 INTRODUCTION

The Sportsplex USA of Santee, Inc., hereinafter referred to as "Sportsplex USA", is seeking proposals from qualified firms, contractors or consultants, hereinafter referred to interchangeably, to implement the installation of an outdoor soccer arena field at the Town Center Community Park, Sports Complex site, located at 9951 Riverwalk Drive, Santee, CA 92071. This facility is owned by the City of Santee and operated by Sportsplex USA. This project will be managed, and paid for by Sportsplex USA, however since this is a City owned park facility this Request For Proposals (RFP) shall comply with all State of California requirements as a "Public Works" improvement project as further detailed herein.

This RFP describes the Project, the required scope of services, the selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

Based on this RFP, Sportsplex USA intends to select one firm for agreement negotiations. If Sportsplex USA is unable to reach an agreement with the selected firm, then Sportsplex USA has the option to negotiate with another. Award of the contract, if any, will be to the firm whose professional qualifications, experience, and proposed work plan demonstrates that it will competently satisfy the requirements described in this RFP within the Sportsplex USA's budget. Price will be a primary factor, but will not be the sole consideration for award. This RFP does not commit Sportsplex USA to award any contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP, or in any resulting negotiations, or to procure contracts for work.

The successful firm will be expected to execute Sportsplex USA's standard, agreement provided in Attachment 'A' (Sample Agreement) and will be required to meet specific insurance requirements and provide proof of Professional Liability insurance as specified in **Attachment 'B' – General Conditions**. All designers, contractors, subcontractors, journeymen and apprentices working on the Project must be licensed and registered with the State of California, as required. Additionally, the selected firm and any subcontractors must have, or will be required to obtain, a business license to work in the City of Santee.

Sportsplex USA's estimated budget for the Project is \$275,000.

Any changes to this RFP are invalid, unless specifically modified by Sportsplex USA and issued as a separate addendum document. Should there be any question as to changes to the content of this document, Sportsplex USA's copy shall prevail. All addenda and notices related to this solicitation will be posted by Sportsplex USA on the Sportsplex USA's website at [www.sportsplexusa.com](http://www.sportsplexusa.com). In the event this RFP is obtained through any means other than the Sportsplex USA's website, Sportsplex USA will not be responsible for the completeness, accuracy or timeliness of the RFP document.

## 2 RFP INQUIRIES

All questions concerning this RFP must be submitted in writing and received no later than 5:00pm on October 28, 2022. Questions must be directed to:

Eddie Vandiver, Senior Vice President/General Manager  
9951 Riverwalk Drive  
Santee CA 92071  
Office: (619) 334-1000 x 403  
Email: [eddie.vandiver@sportsplexusa.com](mailto:eddie.vandiver@sportsplexusa.com)



Information relative to this RFP obtained from other sources may not be accurate and will not be considered binding. Contact with City personnel or Sportsplex USA staff other than the staff person listed above regarding this RFP may be grounds for elimination from the selection process.

### 3 PROJECT SCHEDULE

Following is the tentative schedule for selection of a qualified firm and expected completion of the Project:

1. Request for Proposals Issued	October 3, 2022
2. <b>Pre-Proposal Meeting</b>	<b>October 25, 2022 at 10:00am</b>
3. Final Date Questions Due for Consideration	October 28, 2022 at 5:00pm
4. <b>Proposals Due</b>	<b>November 3, 2022 at 5:00pm</b>
5. Staff Review of Proposals	November 7 – November 18, 2022
6. Interviews with Selected Firms (optional)	November 14 – November 18, 2022
7. <b>Anticipated Execution of Contract</b>	<b>December 9, 2022</b>
8. Notice to Proceed Issued	January 2, 2023
9. Preliminary Design Completion	February 17, 2023
10. <b>Project to be Fully Complete</b>	<b>June 14, 2023</b>

### 4 PRE-PROPOSAL MEETING

A pre-proposal meeting and walk-thru will be held on Tuesday October 25, 2022 at 10:00am at the Town Center Community Park, Sports Complex Site, 9951 Riverwalk Drive, Santee, CA 92071 to provide an opportunity for firms to tour the project site, examine current site conditions and obtain more information on the Project. Proposers should attend this meeting to visit the site in order to check and verify existing conditions prior to submitting a proposal.

Allow approximately one (1) hour and **bring a complete RFP packet** for reference.

Proposers will be responsible for verifying and inspecting the Project site prior to submitting a proposal and will assume full responsibility for having familiarized themselves with the locality and local conditions that may in any manner affecting the work to be done. Submission of a proposal shall be prima facie evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of this contract.

Sportsplex USA and the City of Santee complies with the Americans with Disabilities Act. If you require reasonable accommodations for the pre-proposal meeting, please contact the Sportsplex USA at (619) 334-1000 x 403, at least 48 hours prior to the meeting.

### 5 SCOPE OF SERVICES

#### 5.1.1 General

The firm shall provide all required design service, labor, materials, equipment, tools and third party testing necessary to install the soccer arena field, walkways, drainage, irrigation

modifications complete and in place matching the existing soccer arena fields at a 50' wide by 100' long size field.

#### **5.1.2 Site Clearing, Demolition and Minor Earthwork**

The existing sod turf, recycled water irrigation and top soil shall be removed prior to the installation of the arena soccer field. Soccer field shall be graded providing a level field playing area and all require suitable fill shall be provided. Subgrade shall be compacted to a relative compaction of 90% and all synthetic turf permeable base shall be compacted at 95% relative compaction. Compaction testing shall be provided every 500 square feet and certified test results shall be provided for record purposes. Earthwork or synthetic turf subbase failing to meet the compaction requirements will be rejected.

#### **5.1.3 Concrete Sidewalks and Walkways**

Concrete walkways shall be provided around the entire soccer arena field to match the same width as the existing soccer arena fields onsite. Concrete for sidewalks and walkways shall be 4-inches thick and contain #3 reinforcing steel placed at 18" O.C. both ways. Concrete shall be 560-C-3250 and match the existing site concrete colors. Edges shall contain ½" diameter radius on all sides. Subgrade for concrete shall be compacted to a relative compaction of 90%. Expansion joints shall be provided every 30-35' along perimeter sidewalks and control joints placed at corner points, radius locations and not more than every eight (8) feet along walkways.

#### **5.1.4 Soccer Arena Field**

The soccer arena field shall contain all components matching the exiting fields and as shown on As-Built Drawing No. LD-4.0. All steel components shall be galvanized steel or stainless steel suitable for outdoor use. Connection to the existing site drainage shall be made with a precast concrete structure for inspection and maintenance purposes.

#### **5.1.5 Synthetic Turf Grass & Subsurface Drainage**

Synthetic turf shall match the existing synthetic turf system performance which is "Powerblade" as manufactured by Shaw Sports Turf or approved equal. Synthetic turf shall contain sewn seam and have the manufacturers blade length recommended for area soccer use. Upon completion of the synthetic turf system, the field shall have G-Max testing performed at not less than 10 locations on the field to demonstrate compliance with ASTM F355 and ASTM 1936.

#### **5.1.6 Synthetic Turf Grass & Subsurface Drainage**

Synthetic turf field shall contain permeable subbase and drainage system. Synthetic turf drainage pipelines shall connect to the existing site drainage system. See As-Built Drawing C-14 for reference.

The existing site drainage shall be modified to relocate the existing 8" HDPE storm drain outside of the area soccer field. Connection of the turf drainage system to the existing HDPE storm drain shall be may with a precast concrete cleanout with cast iron cover for maintenance purposes. Drainage pipe material shall be dual wall HDPE pipe with smooth inner surfaces or PVC pipe. Drainage pipe shall be not less than six (6) inches in diameter or as otherwise required by the synthetic turf system manufacturers requirements.

#### **5.1.7 Irrigation Modifications**

The proposed area soccer field will be located on an existing grass turf field that contains recycled water irrigation. Recycled water irrigation system shall be removed entirely from the

grass turf area including the removal of all lateral lines, fittings, sprays and rotors. Existing remote-control valve shall be removed from the valve box and capped off with schedule 80 fittings.

See As-Built drawing LI-1.19 for reference in Attachment 'C'.

## **5.2 Project Design**

### **5.2.1 General**

The soccer arena field design shall conform to the general layout provided on Exhibit 'A', Site Plan and match the existing arena soccer field components.

The Town Center Community Park, Phase II As-built drawings are provided for reference in Attachment 'C'. The design shall be prepared on the City of Santee's title block in 24"x36" sized sheets.

All existing facilities and proposed improvements shall be identified on the design drawings. Soccer arena field design shall identify the soccer arena field, field markings, field perimeter boards, access doors, goals, perimeter concrete walkways, site lighting, electrical conduits, irrigation modifications, synthetic field subsurface drainage, connection to the existing site drainage and seating areas.

### **5.2.2 Design Submittals**

The Selected firm shall provide design submittals at 50%, and 100% phases. Design submittals shall show the existing site improvements, new soccer arena improvements. Design shall show concrete sidewalks, area soccer fields, site lighting, sports lighting, irrigation system, site drainage pipelines and structures.

The City of Santee's standard title block for the preparation of design drawings will be provided in AutoCAD format for the designers use.

### **5.2.3 Design Record Drawings**

The record drawings below are provided for the firm's reference to demonstrate the existing conditions on site and for the firm to familiarize themselves with the site conditions. These drawings are available for download and will be provided to all proposers upon request.

- Town Center Community Park, Phase II (CIP 2006-33) (15 Sheets)

Upon completion of all work, contractor redlines shall be provided to the design professional of record and those changes shall be identified on the final As-Built drawings. As-Built drawings shall be submitted to the City of Santee for review and approval in 24"x36" sheet format on City title block.

## **5.3 Project Management**

The selected firm shall provide all project management necessary to ensure fulfillment of the scope of work and all required items to complete the project including all required design, permitting, implementation, installation, construction, quality control, and project close out items within the contract and schedule. The firm is expected to provide continuous Quality Assurance and Quality Control during the design and installation and close out activities.

## **5.4 Use of Project Site**

During the performance of the contract, the firm will have full use of the site to perform all aspects necessary to complete the project. All equipment, material and other necessary storage shall be stored on the site to maintain existing parking and access on surrounding areas. The City and Sportsplex USA at all times shall have access to the site to inspect and ensure the required work items completed by the firm are being met. The firm shall provide any required security fencing, cover, or other means necessary to protect the site.

## **5.5 Proof of Performance**

Key components of the system are to be, tested and demonstrated to the end users at the project site to ensure all systems and equipment will adequately meet the needs required for the project. The following items will be minimum inspections by Sportsplex USA and the City of Santee to ensure the project performs as required:

- Soccer area field, and concrete walkway subgrade has been compacted to the required compaction requirements for the field subgrade, synthetic turf drainage base, and concrete walkways. Compaction tests have been provided for record purposes.
- Irrigation zones which are modified have been tested to ensure there is no overspray, leaks and modifications have been redlined on the existing irrigation as-built drawings.
- All bolts, screws, and other fasteners are fully tightened for the soccer arena components.
- Soccer arena doors and latches operate correctly, swing freely and do not protrude into the field area of play.
- Synthetic turf has G-Max testing completed and test results have been provided for record purposes.
- All electrical work and sports lighting work has been inspected by the City of Santee Building Division.
- Sports lighting system has been tested to ensure the design lighting has been achieved on the field of play at ground level. The lighting design foot candle or lumens has been achieved within 10% +/- . New field lighting does not overspill outside of the perimeter fence line of the Sports Complex facility as to not adversely affect adjacent property owners or roadway/walkway lighting along Riverwalk Drive.

## **5.6 Project Submittals**

**Product Data:** Submit manufacturer's product data sheets for each item that will be provided as part of this contract. Submit electronically as a single PDF, or if required, hard copies per project requirements. All equipment cut sheets will be arranged per section. Provide a table of contents and a bookmark at the start of every product sheet.

**Shop Drawings:** Submit project shop drawings for review and approval prior to ordering equipment. Failure to submit shop drawings with ample time for evaluation shall not entitle the contractor to an extension of contract time. There will be no work authorized on site without the prior submittal and subsequent approval of a complete set of shop drawings. Any exceptions to this must be in writing and approved by Sportsplex USA and the City of Santee. Shop drawings shall indicate complete details and dimensions of work to be performed. Shop

drawings shall be formatted as outlined below, and should contain the items as appropriate, but are not be limited to, the following details:

## **5.7 Contract Closeout Submittals**

1. Submit all contract closeout documentation within 30 days after substantial completion, unless otherwise noted.
2. Contractor shall work from approved drawings or approved shop drawings only. Note changes made during installation on a single set of drawings in red. This set of marked up drawings will not leave the jobsite until after the final system commissioning. Submit electronic corrected sets of drawings showing work as installed. All “as-built” drawings to be provided both in electronic form (AutoCAD version 2018 or later) and in Adobe PDF (same size as project drawings).
3. Contractor to provide an Operation and Maintenance Manual prior to acceptance testing. Provide a minimum of 1 hard copy and one electronic copy in PDF format. This manual shall contain the following information:
  - a. Table of Contents.
  - b. Contractor’s contact information for warranty and/or service.
  - c. Manufacturer warranties for all equipment.
  - d. A complete list of equipment, both installed and loose gear. Include manufacturer, model number, and serial number for all devices. Include settings (software or hardware) for any devices that required modification or adjustment during the acceptance testing.
  - e. Operating manuals for each device.
  - f. Documentation of all testing results.
  - g. A USB drive containing all As-Built drawings in PDF & AutoCAD (DWG) format.
  - h. Replacement parts lists of major items of equipment.
  - i. Provide a suggested schedule of routine maintenance. Schedule should include dates of inspections, cleaning, maintenance, required cleaning/maintenance materials, replacement of batteries (if applicable) and all other items to maintain the work for its life expectancy.
  - j. Create a quick start guide to provide information specific to the system, such as procedures for system power on/off, patching, different modes of operation etc.
    - i. The guide should convey information specific to the installed system.
    - ii. Anticipated length of the guide is less than 2 pages front and back.
4. Asbestos and PCB Certification: After completion of installation, but prior to Substantial Completion, Contractor will certify in writing that products and materials installed, and processes used, do not contain asbestos, lead, or polychlorinated biphenyls (PCB).
5. Provide a complete list of spares inventory to include quantity, manufacturer, model number, and serial number.

## **5.8 Warranty**

The firm shall warrant all materials, labor, and workmanship for not less than two years after the date of acceptance by the City Council of the City of Santee. Defects occurring in labor or materials within the warranty period shall be rectified by replacement or repair. Within the warranty period, provide answer to service calls and requests for information within a 24-hour period, and replace any faulty item within a 72 hours period without charge including parts,

labor, shipping, and travel times. Warranty documents shall state beginning and ending dates of the warranty period. This information shall also be stated on the record drawings.

Contractor to provide final site visit and verification that the system is operational and all items are functioning correctly at the end of the warranty period. The contractor shall not be responsible for correcting items that have been changed by the Sportsplex USA or the City of Santee.

## **6 PROPOSAL FORMAT AND CONTENT**

Proposals should be concise but provide sufficient detail to enable Sportsplex USA to conduct an operational evaluation of the proposal. Proposals should clearly demonstrate the firm's qualifications and experience with similar projects and services, as well as the qualifications and competence of the particular staff to be assigned to this project. It should also specify the firm's methodologies and approach to meet the RFP requirements. Figures should be clearly explained in a narrative or in footnotes, as necessary.

Firms may provide more information as deemed appropriate, but are required to follow the general outline and include the minimum information presented below. The substance of proposals will carry more weight than their form or manner of presentation.

### **6.1 Transmittal Letter / Executive Summary**

A signed letter of transmittal briefly stating the firm's understanding of the work to be done and why the firm believes it is the best qualified. Include an overview that highlights the firm's approach to the project and its commitment to meet or exceed Sportsplex USA's objectives and ensure the project is successfully completed on time and within budget. Also Include:

- The title and date of the proposal;
- The firm's legal name and address;
- Legal form of business (sole proprietor, partnership, corporation, joint venture, etc.) If the company is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable;
- Year firm was established;
- Name, title, address and contact information (phone and e-mail) of the person to contact regarding the proposal;
- Name, title, address and contact information (phone and e-mail) of the main point-of-contract/project manager to be assigned to the project; and
- Company website, if any.

### **6.2 Experience, Technical Competence & References**

Describe the firm's qualifications, competence, capacity and resources to perform the work. Include the firm's experience in completing similar projects. Specifically, include specific project experience related to the project. Also describe the firm's experience working with state or local government agencies and give an indication of the firm's understanding of local government regulations, state and local building codes and other local guidelines and criteria.

Identify up to five (5) successfully completed projects of similar nature within the last five (5) years. Highlight any projects where the team identified for this proposal has worked together in the past. Include three (3) to five (5) client references, outlining:

- Company names and addresses;
- Names and telephone numbers for primary contact persons; and

- Project amounts.

Describe the firm's experience with equipment and systems of the types specified, shall maintain a fully staffed and equipped service facility, and shall be a franchised dealer and authorized service facility for the major brands specified.

### **6.3 Staffing Plan and Key Personnel**

Describe the staffing plan and provide an indication of the total staffing level for the project, including project management staff, design professionals, lead engineer/architect, engineers, contractors and use of subcontractors. Identify the roles and responsibilities of key personnel who will perform the work and provide a brief resume for each. The information provided should demonstrate the qualifications of the particular staff to be assigned to this project.

All terms of the contract, including qualification statements shall apply to subcontractors. Provide a scope of work outlining what portions of the project for which a subcontractor will be responsible.

### **6.4 Licensing and Professional Certifications**

Provide a list of all licenses and professional certifications currently held by the firm or sub-consultants and the staff who will perform the work. At a minimum:

- A Class "A", General Engineering contractor is required to perform the work.
- A Class "C-10", Electrical Contractor is required for all electrical and lighting work.

Failure to possess the applicable licenses as specified shall render the proposal as non-responsive.

### **6.5 Proposed Method to Accomplish the Work**

Describe the firm's technical and management approach to complete the project. Provide a preliminary project schedule reflecting major activities, task-related milestones, and an outline of deliverables and anticipated project completion. Describe any variations from the Scope of Services that will enhance the outcome.

Describe the firm's plan for ensuring appropriate communication and responsiveness to Sportsplex USA's needs, including the firm's plans for written and/or verbal updates/meetings (i.e. daily, weekly, or bi-weekly review meetings as needed); and the firm's representative for purposes of being Sportsplex USA's single point of contact on a day-to-day basis (i.e. project manager).

Outline any anticipated data, information or materials needed from Sportsplex USA to complete the project, which was not obtained or provided during the mandatory pre-proposal meeting.

Include a sample set of shop drawings or as-builts documents that demonstrate the firm's capabilities to provide engineering and documentation for the project. Provide a line sheet listing all manufacturers for with the firm is a deal and/or authorized service center. Include a description of the firm's abilities for in-shop assembly, fabrication and testing.

To ensure that practices and procedures are consistent with measures to help limit the spread of COVID-19 while carrying out operations, Sportsplex USA continues to closely coordinate with, and monitor information and updates from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CA DPH), the San Diego County Health and Human Services Agency, and others related to COVID-19. Per the County

of San Diego Public Health orders, facial coverings are required. In addition, essential businesses, must create and post COVID-19 protocols for appropriate guidelines, behavior, and sanitation at each business, and facility. For the latest information and guidance, please refer to: [https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/community\\_epidemiology/dc/2019-nCoV/health-order.html](https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/community_epidemiology/dc/2019-nCoV/health-order.html)

## **6.6 Pricing / Fee to Perform Service**

Outline a comprehensive cost estimate that takes into consideration all pre-installation, inspection or design services, materials, construction/installation, and disposal costs. The proposed costs should contain all pricing information relative to performing the work as described in this RFP.

- Total contract price with the following breakdown:
  - Removal of existing grass turf, soil, and earthwork.
  - Installation Soccer arena field system
  - Installation of synthetic turf system including turf, permeable base, subdrain system, and preparation of existing turf field subgrade.
  - Sub surface field drains, connection to existing drainage system.
  - Landscape plantings (trees, shrubs, mulch and root barriers)
  - Landscape Irrigation modifications.
- Breakdown of the number of labor hours for each of the following:
  - Engineering, plan preparation, documentation and permitting
  - On site coordination meetings and supervision
  - In shop fabrication and assembly.
  - On site fabrication, assembly and installation.
  - On site quality control and testing.

Clearly note all assumptions that were used to create the estimate and highlight any areas of concern.

Should it become necessary for Sportsplex USA to request the firm to render additional services to either supplement the services requested in this RFP or to perform additional work as a result of specific recommendations included in any report pertaining to the contract, then such additional work shall be performed only if set forth in an amendment to the contract between Sportsplex USA and the firm. Billing rates for any such additional work agreed to between Sportsplex USA and the firm should be set forth in the cost proposal.

Sportsplex USA will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

## **6.7 Previous Sportsplex USA experience and Conflict of Interest**

Describe the firm's professional relationships, if any, involving Sportsplex USA or any of its component units/agencies, for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed work. In addition, the firm shall give Sportsplex USA written notice of any professional relationships entered into during the period of this Agreement.

## **6.8 Guarantee**



Firm shall provide a written statement in their proposal that all items of work as stated in Section 5, Scope of Work of the RFP Document will be provided by the firm if not clearly stated or identified in the firm's submitted proposal. Failure to provide this statement may result in Sportsplex USA determining the firm's proposal as non-responsive and be rejected.

Firm shall warrant all labor and materials for the project for a period not less than 2 years from the date of acceptance by the City Council.

## **7 PROPOSAL SUBMITTAL REQUIREMENTS**

The deadline for submitting sealed proposals is **no later than November 3, 2022 at 5:00pm**. Postmark date will not constitute timely delivery. Proposals and/or modifications received after this date and time will not be considered. Failure to comply with all the requirements of the RFP may result in disqualification. Proposals submitted by facsimile are not acceptable and will not be considered. Proposals will not be opened publicly.

Submit three original and one electronic copy on USB drive of the proposal in response to this RFP in a sealed envelope. If submitted by mail, the sealed envelope containing the proposal must be enclosed in another envelope.

### **7.1 Submittal Location**

Proposals must be clearly marked:

**“RFP: Town Center Community Park, Sports Complex Soccer Arena**

And submitted to:

Sportsplex USA of Santee, Inc.  
9951 Riverwalk Drive  
Santee, CA 92071

### **7.2 Bid Guarantee**

Each proposal shall be accompanied by a certified, cashier's check, or notarized bid bond in the amount not less than ten percent (10%) of the grand total proposed cost amount; the check or bond made payable to the order of Sportsplex USA. Said check or bond shall be given as a guarantee that the Proposer will, within fifteen (15) business days after being requested to do so by Sportsplex USA, enter into a contract and provide the required bonds, certificates of insurance and certifications. If the Proposer to whom the Work has been awarded and to whom the request has been made refuses or fails to enter into said Contract and provide the required bonds and certificates of insurance within the specified time, the check shall be forfeited to Sportsplex USA or the Proposer and surety on the bond shall be liable to the City for the amount thereof in accordance with its terms. When the awarded Proposer executes and delivers to the City the required Contract Documents, the bid bond or the certified or cashier's check will be returned to the Proposer.

For your convenience a Bid Bond form is included herein, as **Exhibit 'B'**.

## **8 EVALUATION CRITERIA AND SELECTION PROCESS**

Proposals will be evaluated based on the information submitted in the proposals. Cost, while a consideration, will not be the sole factor for award of contract. Proposals will be evaluated

based on the firm's professional qualifications, experience, and implementation plan and cost as follows:

- **Project Experience, Technical Expertise and References (15%)**  
The overall qualifications and technical expertise of the firm, as well as experience and professional qualifications of the key members of the project team. Experience with and successful completion of similar projects. Feedback from clients of other successfully completed projects of a similar nature. Emphasis will be placed on a firm's experience in implementing the type of work required for the Project.
- **Project Design, Implementation Methodology and Schedule (15%)**  
Thoroughness and understanding of the tasks required to complete the Project. Innovative design and approach for the development of the Project to meet the City's needs. Implementation schedule which provides minimal disruption to City operations, the public, and meets the Project deadlines.
- **Features, Function and Lifecycle Cost (20%)**  
Overall quality of the project and meeting the functional needs of the City of Santee. Performance of the Project to current industry standards. Overall lifecycle cost of the project including design, construction and maintenance costs for the expected life cycle of the Project.
- **Time Required for Completion (20%)**  
Total time required to complete the project including time required for the design phase, procurement of materials, and time required for the construction of the Project to complete the Project in a timely manner.
- **Project Cost (30%)**  
Reasonableness and competitiveness of the fee schedule. The lowest proposed cost is a significant factor, but is not the sole criteria for recommending contract award. Award will be based on the best value. Irrespective of cost, proposals will be rejected if they do not meet the City's needs.

Following the evaluation, interviews may be conducted as part of the final selection process. However, Sportsplex USA may, at its option, select a firm strictly on the basis of the initial proposals, without short-listing firms or conducting oral interviews. Further, Sportsplex USA has the option to reject all proposals, request clarification, or to waive irregularities in any proposal.

The successful firm will be expected to execute Sportsplex USA's standard template contract in a form substantially the same as Sportsplex USA's standard Agreement attached hereto as **Attachment 'A'**. The selected firm will also be required to meet specific insurance requirements and provide proof of Professional Liability insurance.

Final authority to approve the selection of a firm and final acceptance of any agreement rests with Sportsplex USA, as required.

## **9 GENERAL REQUIREMENTS**

Issuance of this RFP and receipt of proposals does not commit the Sportsplex USA to award a contract, to defray any costs incurred in the preparation of a proposal, or to procure or

contract for services. Sportsplex USA reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of Sportsplex USA to do so. Sportsplex USA reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not that proposal was selected.

Subsequent to contract negotiations, a prospective firm may be required to submit revisions to their proposals. All firms submitting a proposal should note that the execution of any contract pursuant to this RFP is dependent upon the recommendation of the Sportsplex USA selection committee and the approval of Sportsplex USA as required.

#### **9.1 Public Record**

All proposals submitted and information included therein shall become the property of the Sportsplex USA, the City of Santee and public records, and as such may be subject to public review.

#### **9.2 Right to Cancel**

Sportsplex USA reserves the right to cancel, for any or no reason, 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 potential Proposers will be notified in writing by Sportsplex USA.

#### **9.3 Additional Information**

Sportsplex USA reserves the right to request additional information and/or clarification from any or all Proposers of this RFP.

#### **9.4 Conflict of Interest**

Sportsplex USA and the City of Santee complies with all California statutes and regulations related to conflicts of interest.

#### **9.5 Insurance Requirements**

The successful firm will be required to furnish certificates of insurance as specified in the attached General Conditions – **Attachment 'B'**. The required insurance certificates must be provided within fifteen (15) days of notification of award and prior to the commencement of work.

#### **9.6 Bond Requirements**

The successful firm will be required to furnish a Faithful Performance Bond and a Material and Labor Bond, both in the amount of one hundred percent (100%) of the total annual contract amount, on the forms provided herein as **Exhibits 'D' & 'E'**. All bonds are to be secured from a California admitted Surety Company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is authorized to do business in the State of California. Under no circumstances shall the bond forms be modified by the firm or surety.

#### **9.7 Workers' Compensation**

In accordance with the provisions of Section 3700 of the Labor Code, the successful firm, as the Design Build Entity, shall secure the payment of compensation to all employees. Design Build Entity shall sign and file with Sportsplex USA the following certificate, included herein as **Exhibit 'F'**, prior to performing the Work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability

for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract." The form of such certificate is included as a part of the Contract Documents. For Sole Proprietors, Design Build Entity shall sign and file with Sportsplex USA the "Workers Compensation Insurance Certificate for Sole Proprietors" included herein as **Exhibit 'G'**.

## **9.8 Licenses and Permits**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract at the time of submitting their bid. Subcontractors must possess the appropriate licenses for each specialty work subcontracted.

The firm shall be Class "A" General Engineering contractor at the time the Proposal is submitted.

The firm's subcontractors must possess the following valid licenses and certifications at the time the proposal is submitted:

- All concrete work shall be performed by a State of California Contractor's License, Classification "A" General Engineering or Classification "C-8", Concrete Contractor, at the time the Proposal is submitted.
- All electrical and lighting work shall be performed by a State of California Contractor's License, Classification "C-10" Electrical Contractor, at the time the Proposal is submitted.
- All Landscape Irrigation / Planting work shall be performed by a State of California Contractor's License, Classification "C-27" Landscaping Contractor, at the time the Proposal is submitted

A City of Santee Business License is required upon award of contract to perform work in the City of Santee. Current cost is \$99.00 per calendar year.

Failure to possess the applicable licenses as specified shall render the proposal as non-responsive and shall act as a bar to award the contract to any firm not possessing said licenses as required. All subcontractors shall have and maintain, during the term of the contract, the same valid licenses and permits if applicable to the work provided.

## **9.9 Commitment to Equal Opportunity**

Sportsplex USA endeavors to do business with firms sharing Sportsplex USA's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

## **9.10 Non-Collusion Affidavit**

Public Contracts Code Section 7106 requires submittal of an affidavit of non-collusion with the proposal. This form is included herein as **Exhibit 'C'** and must be signed under the penalty of perjury, notarized and dated.

## **9.11 Time for Completion**

The Design Build Entity shall complete all work within **80 working days** as specified in the Sample Agreement, TERM OF AGREEMENT AND TIME FOR COMPLETION. Contract time shall begin on the date designated in the Notice to Proceed.

#### **9.12 Liquidated Damages**

Liquidated Damages may be assessed as indicted in the Sample Agreement, LIQUIDATED DAMAGES. The minimum value of the costs and actual damaged caused by failure of the Deign Build Entity to complete the work within the allotted time is stated therein.

#### **9.13 Ineligible Contractors**

Pursuant to Public Contract Code section 6109, contractors or subcontractors who are ineligible to perform work on a public works project pursuant to Section 2603 or Section 1777.7 of the California Labor Code shall not be allowed to perform any portion of the Work contemplated herein. Any subcontract between the Contractor and a debarred subcontractor shall be void as a matter of law, and the debarred subcontractor shall not receive any payment for performing such work. Any public money that has been paid to the debarred subcontractor on the project shall be returned to Sportsplex USA. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

#### **9.14 Contractor Registration**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations (including payment of all required registration and annual renewal fees) for the duration of the Project.

Any listed and or unlisted subcontractor working for a public works project shall be replaced by the Contractor immediately upon notice by Sportsplex USA or Contractor that the subcontractor is unregistered. The Contractor shall be responsible for any costs associated with the replacement of a Subcontractor for failure to be registered with the Department of Industrial Relations as a qualified Contractor to perform work on a public works project.

Any bid submitted by a bidder who is unregistered at the time of bid opening shall be deemed a non-responsible bid and their bid shall be rejected.

#### **9.15 Prevailing Wages:**

Bidders are advised that this Contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. This project is subject to compliance monitoring and enforcement by the State of California, Department of Industrial Relations.

The City of Santee on behalf of Sportsplex USA, has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes are on file at the Office of the

Director of Development Services, and also available from the Director of the Department of Industrial Relations. These per diem rates will be made available to any interested party upon request. Each Contractor to whom a contract is awarded and every Subcontractor must pay the prevailing rates, post copies thereof at the job site and otherwise comply with applicable provisions of state law.

It shall be mandatory upon the bidder to whom the contract is awarded, and upon any Subcontractor under him, to comply with all Labor Code provisions, which include, but are not limited to the payment of not less than the said specified rates to all workers employed by them in the execution of the contract, employment of apprentices, retention of payroll records, hours of labor and debarment of Contractors and Subcontractors.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

#### **9.16 Employment of Apprentices**

The California Labor Code requires the contractor and any subcontractors to employ registered apprentices on public works projects pursuant to Section 1777.5.



## EXHIBIT 'A' - SITE PLAN



### SITE PLAN

## EXHIBIT 'B' - BID BOND

### TOWN CENTER COMMUNITY PARK, SPORTS COMPLEX SOCCER ARENA

KNOW ALL PERSONS BY THESE PRESENTS that \_\_\_\_\_, as  
DESIGN BUILD ENTITY, and \_\_\_\_\_,  
as SURETY, are held firmly bound unto SPORTSPLEX USA OF SANTEE, INC. A CORPORATION, herein  
after called SPORTSPLEX USA, in the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS, not less than ten percent (10%) of the total bid price, for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigned, jointly and severally, firmly by these presents.

WHEREAS, said DESIGN BUILD ENTITY has submitted a cost proposal (bid) to said CITY to perform all  
work required under the Contract for the **Town Center Community Park, Sports Complex Soccer  
Arena.**

NOW, THEREFORE, if said DESIGN BUILD ENTITY is awarded a Contract by said SPORTSPLEX USA  
and, within the time and in the manner required under the "Request for Proposal" bound with said  
attachments and Provisions, enters into a written Contract in the form of the Agreement bound with said  
Specifications, and furnishes the required insurance certificates, then this obligation shall be null and void,  
otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said  
SPORTSPLEX USA and judgment is recovered, said SURETY shall pay all costs incurred by said  
SPORTSPLEX USA in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
DESIGN BUILD ENTITY

\_\_\_\_\_  
SURETY

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

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



# Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

**NON-COLLUSION AFFIDAVIT**  
**(Continued)**

**Notary Acknowledgment**

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s)      ☐ Limited  
                          ☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

## **EXHIBIT 'D' - PERFORMANCE BOND**

### **TOWN CENTER COMMUNITY PARK, SPORTS COMPLEX SOCCER ARENA**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Sportsplex USA of Santee, Inc. (hereinafter referred to as "Sportsplex USA") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Design Build Entity"), an agreement for the Town Center Community Park, Sports Complex Soccer Arena (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Design Build Entity is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Design Build Entity is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Design Build Entity and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Sportsplex USA in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Design Build Entity, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless Sportsplex USA, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City of Santee, during which time if Design Build Entity shall fail to make full, complete, and satisfactory repair and replacements and totally protect Sportsplex USA from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Design Build Entity remains. Nothing herein shall limit Sportsplex USA's or the City of Santee's rights or the Design Build Entity or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Design Build Entity shall be, and is declared by Sportsplex USA to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Sportsplex USA's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety, and Sportsplex USA, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Design Build Entity by Sportsplex USA under the Contract and any modification thereto, less any amount previously paid by Sportsplex USA to the Design Build Entity and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Design Build Entity by Sportsplex USA under the Contract and any modification thereto, less any amount previously paid by Sportsplex USA to the Design Build Entity and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Sportsplex USA may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Design Build Entity.

Surety shall not utilize Design Build Entity in completing the Project nor shall Surety accept a Bid from Design Build Entity for completion of the Project if Sportsplex USA, when declaring the Design Build Entity in default, notifies Surety of Sportsplex USA's objection to Design Build Entity's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Design Build Entity's Principal

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_

**DESIGN BUILD ENTITY**

State of California                    )  
  ) ss.  
County of San Diego                 )

On \_\_\_\_\_ before me, (here insert name and title of the notary), personally appeared \_\_\_\_\_

\_\_\_\_\_, personally known to me (or 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.

WITNESS my hand and official seal.

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

**SURETY**

State of California                    )  
  ) ss.  
County of San Diego                 )

On \_\_\_\_\_ before me, (here insert name and title of the notary), personally appeared \_\_\_\_\_

\_\_\_\_\_, personally known to me (or 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.

WITNESS my hand and official seal.

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

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

## **EXHIBIT 'E' - MATERIAL AND LABOR BOND**

### **TOWN CENTER COMMUNITY PARK, SPORTS COMPLEX SOCCER ARENA**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Sportsplex USA of Santee, Inc. (hereinafter referred to as "Sportsplex USA") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Design Build Entity"), an agreement for the Town Center Community Park, Sports Complex Soccer Arena (hereinafter referred to as the "Project").

WHEREAS, said Design Build Entity is required to furnish a bond in connection with said contract; providing that if said Design Build Entity or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Design Build Entity and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Design Build Entity and \_\_\_\_\_ as Surety, are held and firmly bound unto Sportsplex USA in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Design Build Entity, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the Design Build Entity and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by Sportsplex USA in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given,



and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between Sportsplex USA or Sportsplex USA and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Design Build Entity and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
DESIGN BUILD ENTITY /PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

(Name and Address of Agent or

\_\_\_\_\_

Representative for service of  
process in California, if different  
from above)

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

(Telephone number of Surety and  
Agent or  
of process in California)

Representative

for

service

**DESIGN BUILD ENTITY**

State of California )  
 ) ss.  
County of San Diego )

On \_\_\_\_\_ before me, (here insert name and title of the notary), personally  
appeared \_\_\_\_\_

\_\_\_\_\_, personally known to me (or  
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.

WITNESS my hand and official seal.

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

**SURETY**

State of California )  
 ) ss.  
County of San Diego )

On \_\_\_\_\_ before me, (here insert name and title of the notary), personally  
appeared \_\_\_\_\_

\_\_\_\_\_, personally known to me (or  
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.

WITNESS my hand and official seal.

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

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached  
hereto.

## **EXHIBIT 'F' - WORKERS' COMPENSATION CERTIFICATE**

### **TOWN CENTER COMMUNITY PARK, SPORTS COMPLEX SOCCER ARENA**

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways;

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees..."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

DATE: \_\_\_\_\_

DESIGN BUILD ENTITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

**WORKERS' COMPENSATION CERTIFICATE**  
(Continued)

**Notary Acknowledgment**

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g., "Jane Doe, Notary Public")  
appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)  
☐ Partner(s)      ☐ Limited  
                                 ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

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

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**EXHIBIT 'G'**  
**WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS**  
**TOWN CENTER COMMUNITY PARK, SPORTS COMPLEX SOCCER ARENA**

Design Build Entity by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Design Build Entity hires an employee or employees, the Design Build Entity will provide Sportsplex USA with evidence satisfactory to the Sportsplex USA that it has secured workers' compensation and employers' liability insurance satisfactory to Sportsplex USA prior to any such employee performing any work under the Contract Documents.

DATE: \_\_\_\_\_

DESIGN BUILD ENTITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS**  
**(Continued)**

**Notary Acknowledgment**

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

☐ Partner(s)      ☐ Limited  
                              ☐ General

☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:  
Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
\_\_\_\_\_  
Signer(s) Other Than Named Above

## **ATTACHMENT 'A' - SAMPLE AGREEMENT**

This Design Build Contract ("Contract") is made and entered into this \_\_\_\_ day of March, 2022, by and between the Sportsplex USA of Santee, Inc. ("Sportsplex USA"), a corporation operating under the laws of the State of California and \_\_\_\_\_ a corporation, (the "Design Build Entity").

### **RECITALS**

- A. Sportsplex USA is a corporation and is in need of services for the Town Center Community Park, Sports Complex Soccer Arena ("Project").
- B. Sportsplex USA desires to contract with a single entity for design and construction of the Project, as set forth in this Contract.
- C. Design Build Entity submitted a Proposal for the Project, which was selected as providing the best value for the Project, and is prepared to enter into this Contract.

### **AGREEMENT**

#### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

#### **1. INCORPORATION OF DOCUMENTS.**

This Contract includes and hereby incorporates in full by reference the following Contract Documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- a) Request for Proposals ("RFP") and all addenda
- b) Design Build Entity's Proposal
- c) Plans/Specifications Portions of Design- Build Entity Proposal in response to RFP as reviewed and approved in writing by Sportsplex USA, if any
- d) Contract
- e) General Conditions
- f) Special Conditions
- g) All approved Change Orders
- h) Performance Bond
- i) Payment Bond
- j) Workers Compensation Certification
- k) Non-Collusion Declaration
- l) Construction Documents prepared by the Design Build Entity and approved in writing by Sportsplex USA

The above documents constitute and may hereinafter be referred to as the "Contract Documents." The Design Build Entity by executing the Contract where indicated below expressly acknowledges that he or she has read, understood and agrees with all of the terms of the Contract Documents, including, but not limited to, provisions of the General Conditions relating to insurance, standards of performance, termination, compensation and time of the essence of performance. The Design Build Entity shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents, and agrees to strictly abide by their meaning and intent.

## **2. THE DESIGN BUILD ENTITY'S BASIC OBLIGATION.**

- a. The Design Build Entity shall, at its own cost and expense, furnish all labor, materials, tools, equipment, services (including professional services), and incidental and customary work necessary to complete the Project, and all portions thereof, as described in more detail in the described in the Scope of Services attached hereto as **Attachment 'A'** the Contract Documents (hereinafter the "Work").
- b. Sportsplex USA shall pay Design Build Entity in accordance with the Schedule of Charges set forth in **Attachment 'B'** attached hereto.
- c. In no event shall the total amount paid for services rendered by Design Build Entity pursuant to this Agreement exceed the sum of \$\_\_\_\_\_.
- d. Extra Work shall have the meaning given to it in the General Conditions. Extra Work shall be compensated at the rates set forth in **Attachment B** to this Contract, and shall be initiated only upon written approval by Sportsplex USA as described in the General Conditions
- e. Standard of Performance. The Design Build Entity's performance shall be in accordance with the standards set forth in the Contract Documents.

## **3. TIME FOR COMPLETION**

Design Build Entity shall perform and complete all work necessary for Final Completion of the Project, as defined in the General Conditions, in accordance with the Activity Schedule shown in **Attachment 'C'** attached hereto. Work shall commence upon receipt of a written Notice to Proceed and be completed within 60 working days. By its signature hereunder, the Design Build Entity agrees that the Contract Time set forth above is adequate and reasonable to complete the work.

## **4. LIQUIDATED DAMAGES**

It is agreed that the Design Build Entity will pay Sportsplex USA the sum of One Thousand Dollars (\$1,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Contract Documents for finishing all work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid the Design Build Entity further agrees that Sportsplex USA may deduct that amount thereof from any money due or that may become due to the Design Build Entity under the Contract. This does not exclude recovery of damages under provisions of the Contract Documents.

## **5. SPORTSPLEX USA's BASIC OBLIGATION**

Sportsplex USA agrees to engage and does hereby engage the Design Build Entity as an independent contractor to furnish all materials and services and to perform all work described in the Contract Documents according to the terms and conditions herein. Except as otherwise provided in the Contract, Sportsplex USA shall pay to the Design Build Entity, as full consideration for the satisfactory performance by the Design Build Entity of all services and obligations required by the Contract Documents, the above-referenced compensation in accordance with compensation provisions set forth in the Contract.

## **6. DESIGN BUILD ENTITY'S LICENSING**

The Design Build Entity shall be a duly licensed contractor in the classifications set forth in the RFP. The Design Build Entity's licensing information is as follows: (License No.\_\_\_\_\_, Class \_\_\_\_\_). Design Build Entity shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California.

## **7. DESIGN BUILD ENTITY'S DESIGN PROFESSIONAL-OF-RECORD**

The Design Build Entity shall have all design services for the Project performed by appropriately licensed architectural and/or engineering professionals and shall name a specific person to act as the Design Professional of Record, subject to the approval of Sportsplex USA. The Design Build Entity hereby designates \_\_\_\_\_, of \_\_\_\_\_ to act as the Design Professional of Record for the Project. Design Build Entity's Design Professional of Record shall perform all services required under the



Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline for public works of improvement in the State of California. Any change in the Design Professional-of-Record shall be subject to the Sportsplex USA's prior written approval.

**8. INDEMNIFICATION.**

Design Build Entity shall provide indemnification as set forth in the General Conditions.

**9. THE DESIGN BUILD ENTITY'S LABOR CERTIFICATION**

The Design Build Entity maintains that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of all work described in the Contract Documents. A certification form for this purpose is Attachment 6 to this Contract and incorporated herein by reference, and shall be executed simultaneously with this Contract.

**10. LABOR CODE COMPLIANCE**

The Design Build Entity shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at MTS's office and copies will be provided to the Design Build Entity on request. A copy of these rates shall be posted at the job site. The Design Build Entity and all Subcontractors shall comply with all Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of the Design Build Entity's and subcontractor.

**11. CONFLICT OF INTEREST**

The Design Build Entity hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired which would conflict in any manner with the performance of services pursuant to this Agreement.

**12. UNFORESEEN DIFFICULTIES**

All loss or damage arising out of the nature of the Work to be done under this Contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the Work and in the prosecution of the same, shall be sustained by the Design Build Entity, except as may be otherwise specifically provided by the Contract Documents.

**13. NOTICE**

Any notice or instrument required to be given or delivered by this Contract may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

SPORTSPLEX USA:

Sportsplex USA of Santee, Inc.  
9951 Riverwalk Dr.  
Santee, CA 92071

Attn: Eddie Vandiver  
Senior Vice President/  
General Manager

DESIGN BUILD ENTITY:

(Name) \_\_\_\_\_  
(Street Address) \_\_\_\_\_  
(City, State, Postal Code) \_\_\_\_\_

Attn: \_\_\_\_\_

**14. AUTHORITY OF SIGNATORIES**

The persons executing this Contract on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**SPORTSPLEX USA OF SANTEE, INC.**

By: \_\_\_\_\_  
Eddie Vandiver, Senior Vice President/General Manager

**“DESIGN BUILD ENTITY”**

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

Print Name: \_\_\_\_\_

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

By signing above, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the agreement and related documents.

**AGREEMENT**

**ATTACHMENT 'A' – SCOPE OF SERVICES**

Proposal to Sportsplex USA from "Design Build Entity" dated\_\_\_\_\_, page(s) \_\_\_\_\_, attached.

**AGREEMENT**

**ATTACHMENT 'B' – SCHEDULE OF CHARGES**

Proposal to Sportsplex USA from "Design Build Entity" dated\_\_\_\_\_, page(s) \_\_\_\_\_, attached.

**AGREEMENT**

**ATTACHMENT 'C' – ACTIVITY SCHEDULE**

Proposal to Sportsplex USA from “Design Build Entity” dated \_\_\_\_\_, page(s) \_\_\_\_\_, attached.

**AGREEMENT**

**ATTACHMENT 'D' – GENERAL CONDITIONS**

*(General Conditions provided in RFP documents inserted here)*

**ATTACHMENT 'B'**  
**GENERAL CONDITIONS**

**DESIGN BUILD CONTRACT  
BETWEEN  
SPORTSPLEX USA OF SANTEE, INC.  
AND  
“DESIGN BUILD ENTITY”**

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## **ARTICLE 1: GENERAL PROVISIONS**

### **1.1 BASIC DEFINITIONS**

1.1.1 ACT OF GOD. The term "Act of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, floods, unusually severe weather, epidemic, or other severe natural disaster.

1.1.2 CEQA. The term "CEQA" means the California Environmental Quality Act, Public Resources Code Section 21000 et seq. All CEQA compliance documentation prepared for the Project shall be provided to the Design Build Entity.

1.1.3 SPORTSPLEX USA. The term "Sportsplex USA" shall mean Sportsplex USA of Santee, Inc.

1.1.4 CITY. The term "City" shall mean City of Santee.

1.1.5 SPORTSPLEX USA'S REPRESENTATIVE. The term "Sportsplex USA's Representative" means the person or firm identified as Sportsplex USA's primary contact person as designated in the Contract.

1.1.6 CONSTRUCTION DOCUMENTS. The term "Construction Documents" shall mean the plans and specifications prepared by the Design Build Entity for the Project, approved by Sportsplex USA. The Construction Documents shall set forth in detail all items necessary to complete the construction (other than such details customarily provided by others during construction) of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Plans and Specifications must be approved by Sportsplex USA in writing.

1.1.7 CONSTRUCTION DOCUMENTS PHASE. The term "Construction Documents Phase" shall mean the second of three phases of the Scope of Work and will commence with the issuance of Sportsplex USA's written approval of the Schematic Design Phase services.

1.1.8 CONSTRUCTION PHASE. The term "Construction Phase" shall mean the third phase of the Scope of Work and will commence upon final written approval of the plans and specifications by Sportsplex USA.

1.1.9 CONSTRUCTION WORK. The term "Construction Work" shall mean that portion of the work on the Project consisting of the provision of labor, materials, furnishings, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.

1.1.10 CONTRACT. The term "Contract" means the written agreement between the Design Build Entity and Sportsplex USA set forth in the Contract Documents.

1.1.11 CONTRACT DOCUMENTS. The “Contract Documents” consist of the documents as stated in the Contract.

1.1.12 CRITERIA DOCUMENTS. The term “Criteria Documents” means, but is not limited to, the portions of the Contract Documents Sportsplex USA’s written outline of design requirements, Scope of Work, Project Program, Performance Specifications and schematic drawings.

1.1.13 CONTRACT PRICE. The Term “Contract Price” shall mean the lump sum price Sportsplex USA will pay for the completion of all work on the Project as set forth in the Contract.

1.1.14 CONTRACT TIME. The term “Contract Time” shall mean the date(s) by which the Design Build Entity agrees that all work on the Project, or specified portions of the work, shall be completed as set forth in the Contract.

1.1.15 DAY. The term “day,” shall mean calendar day, unless otherwise specifically provided.

1.1.16 DESIGN BUILD ENTITY. The term “the Design Build Entity” means the person or firm identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number.

1.1.17 DESIGN BUILD ENTITY REPRESENTATIVE. The Design Build Entity Representative shall mean the person identified as the primary contact person and representative of the Design Build Entity as designated in the Contract.

1.1.18 DESIGN MATERIALS. The term “Design Materials” shall mean any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by, or for, the Design Build Entity: (1) to Sportsplex USA under the Contract Documents or; (2) developed or prepared by or for the Design Build Entity specifically to discharge its duties under the Contract Documents.

1.1.19 DESIGN PROFESSIONAL OF RECORD. The term “Design Professional of Record” means the architectural and/or engineering professional identified in the Design Build Entity’s Proposal that is properly qualified and licensed in the State of California and is part of the Design Build Entity..

1.1.20 DESIGN WORK. The term “Design Work” shall mean the portion of the work on the Project consisting of the Design services and design deliverables required to be provided in connection with the Design of the Project as set forth in the Contract Documents.

1.1.21 DRAWINGS. The term “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the work to be done on the Project, generally including plans, elevations, sections, details,

schedules, and diagrams prepared as part of the Design Materials. The Drawings are listed in the List of Drawings.

1.1.22 EXCUSABLE DELAY. The term “Excusable Delay” means a delay that meets the requirements of Articles 7 and 8 of these General Conditions, and may entitle the Design Build Entity to an adjustment of the Contract Time and/or an adjustment to the Contract Price, as specified in Articles 7 and 8 herein.

1.1.23 FINAL COMPLETION. The term “Final Completion” means the point at which the work on the Project has been fully completed in accordance with the Contract Documents as determined by Sportsplex USA’s Representative pursuant to Paragraph 9.8, Final Completion and Final Payment, of the General Conditions.

1.1.24 GOVERNMENTAL APPROVALS. Term “Governmental Approvals” means those governmental (including agency) actions required to be obtained by Sportsplex USA and necessary for the completion of the Project.

1.1.25 MASTER PROJECT SCHEDULE. The term “Master Project Schedule” shall mean the overall schedule for completion of Project as prepared by Sportsplex USA and included in the RFP.

1.1.26 NOTICE(S) TO PROCEED. The term “Notice to Proceed” shall mean the written notice(s) given by Sportsplex USA to the Design Build Entity advising that the Site is available to the Design Build Entity and directing the Design Build Entity to commence work on the Project. Sportsplex USA shall issue two separate Notices to Proceed to the Design Build Entity. The first Notice to Proceed will be issued for the Design Build Entity to proceed with the design of the Project. Sportsplex USA shall issue a second Notice to Proceed for the construction work on the Project upon Sportsplex USA’s review and approval of the Construction Documents prepared by the Design Build Entity.

1.1.27 OWNER. The term “Owner” shall mean Sportsplex USA.

1.1.28 PROJECT. The term “Project” means the total design and construction of which the work performed under the Contract Documents may be the whole, or a part, and which may include separate design or construction work performed by Sportsplex USA or by Separate Contractors.

1.1.29 PROPOSAL. The term “Proposal” means the proposal submitted by the Design Build Entity in response to the Request for Proposal for this Project.

1.1.30 REQUEST FOR PROPOSAL. The term “Request for Proposal” also referred to as the “RFP” herein, means the request for proposal issued by Sportsplex USA for PROJECT and includes all documents, exhibits, attachments, and addenda thereto.

1.1.31 SCHEMATIC DESIGN PHASE. The term "Schematic Design Phase" shall mean the first of three phases of the Scope of Work. The scope of the Schematic Design Phase is further defined in the RFP.

1.1.32 SCOPE OF WORK. The term "Scope of Work" shall mean all the labor, materials, and services required to be performed or provided by the Design Build Entity pursuant to the Contract Documents necessary to design, construct, and complete the Project.

1.1.33 SPECIFICATIONS. The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work on the Project, and performance of related services.

1.1.34 SUBCONTRACTOR. The term "Subcontractor" means any person or firm that has a contract with the Design Build Entity or with a Subcontractor of the Design Build Entity to perform a portion of the Project. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.

1.1.35 SUPERINTENDENT. The term "Superintendent" means the person designated by the Design Build Entity to represent the Design Build Entity at the Project site, in accordance with Article 3.

1.1.36 UNEXCUSABLE DELAY. The term "Unexcusable Delay" means any delay other than an Excusable Delay, as described in Articles 7 and 8 of these General Conditions, that does not entitle the Design Build Entity to an adjustment of the Contract Price and does not entitle the Design Build Entity to an adjustment of the Contract Time.

## **1.2 OWNERSHIP AND USE OF CONSTRUCTION DOCUMENTS**

The Construction Documents, and all copies thereof, furnished to, or provided by, the Design Build Entity are the property of Sportsplex USA. Sportsplex USA and the Design Build Entity explicitly agree that all materials and documents developed in the performance of this Contract are the property of Sportsplex USA. Sportsplex USA shall have unlimited rights, for the benefit of Sportsplex USA, in all drawings, designs, specifications, notes and any other documentation and other work developed in the performance of this Contract for the Project, including the right to reuse details of the Design on any other Sportsplex USA work at no additional cost to Sportsplex USA. The Design Build Entity agrees to, and hereby does, grant to Sportsplex USA a royalty free license to all such data that the Design Build Entity may cover by copyright and to all designs as to which the Design Build Entity may assert any right or establish any claim to under the patent or copyright laws. The Design Build Entity, for a period up to five (5) years from the Date of Substantial Completion of the Project, agrees to furnish and to provide access to the originals or copies of all such materials immediately upon the written request of Sportsplex USA. Any use or reuse by Sportsplex USA of the Construction Documents on any project other than this Project without employing the services of the Design Build Entity shall be at Sportsplex USA's own risk with respect to third parties. If

Sportsplex USA uses or reuses the Construction Documents on any project other than this Project, they shall remove the Design Build Entity's Design Professional of Record's seal from the Construction Documents and hold harmless Design Build Entity and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Construction Documents on such other project. Design Build Entity shall not be responsible or liable for any revisions to the Construction Documents made by any party other than the Design Build Entity, a party for which the Design Build Entity is legally responsible or liable, or anyone approved by the Design Build Entity.

### **1.3 INTERPRETATION OF DOCUMENTS AND ORDER OF PRECEDENCE**

1.3.1 The intent of the Contract Documents is to include all necessary criteria to establish the scope and quality for completion of the Project by the Design Build Entity. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Design Build Entity shall be required to the extent consistent with, and reasonably inferable from, the Contract Documents.

1.3.2 In the case of conflict or inconsistency, the following order of precedence shall apply:

- a. Change Orders/Modifications
- b. Addenda
- c. Contract
- d. Special Conditions
- e. General Conditions
- f. Construction Documents prepared by Design Build Entity and approved in writing by Owner.
- g. Revised and/or Additional Plans/Specifications Portions of Design-Build Entity Proposal in response to RFP as reviewed and approved in writing by Owner.
- h. Request for Proposal ("RFP") and all addenda
- i. All Attachments and Appendices to RFP

1.3.3 Sportsplex USA and the Design Build Entity acknowledge that the Contract Documents may differ in some respect(s) from the other documents included in the Design Build Request for Proposal package upon which the Design Build Entity based its response(s) to Request for Proposal. Prior to the commencement of construction on the Project, the Parties shall confirm, in writing, the final form of the Contract Documents that are to be utilized.

1.3.4 Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control the Design Build Entity in dividing portions of the work necessary for the Project among Subcontractors or in establishing the extent of work to be performed by any trade.



1.3.5 Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood design professional and construction industry meanings; non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.3.6 The Contract Documents may omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word “including,” when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non limiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.3.7 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity, whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.3.8 Each and every provision of law required by law to be inserted in the Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

1.3.9 Before commencing any work on the Project, the Design Build Entity shall check and review the plans and specifications and Contract Documents for conformance and compliance with all laws, ordinances, codes, rules and regulations of all Governmental Authorities and public utilities affecting the Project, all quasi-governmental and other regulations affecting the Project, and other special requirements, if any, designated in the Contract. In the event the Design Build Entity observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract, the Design Build Entity shall immediately notify Sportsplex USA’s Representative in writing of same and shall cause to be corrected any such violation or inconsistency in the manner provided hereunder. The Design Build Entity shall be solely liable for any such violation, inconsistency or special requirement, if Design Build Entity fails to conduct such review or notification to Sportsplex USA.

1.3.10 Before commencing any work on the Project, the Design Build Entity shall carefully examine all specifications, Contract Documents and other information provided to the Design Build Entity as to Project requirements. The Design Build Entity shall immediately notify Sportsplex USA's Representative of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in such documents in writing. If the Design Build Entity or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work under the Contract, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, the Design Build Entity shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the Contract Time. In no case shall any Subcontractor proceed with work if uncertain without the Design Build Entity's written direction and/or approval.

## **ARTICLE 2: SPORTSPLEX USA'S RIGHTS AND RESPONSIBILITIES**

### **2.1 FEE AND PERMIT REQUIREMENTS.**

Except as otherwise provided in the Contract Documents, the Design Build Entity will identify, prepare and submit on behalf of Sportsplex USA the applications for any necessary permits, easements, fees and/or other government approvals for the use or occupancy of the Project. Sportsplex USA will pay for such permits and fees which the Design Build Entity shall be responsible for obtaining on Sportsplex USA's behalf, as applicable.

### **2.2 ACCESS TO PROJECT SITE**

Sportsplex USA will provide, as reasonably required, but in no event later than the date designated in the Notice to Proceed with Construction, access to the lands and facilities upon which the Construction Work is to be performed, including such access to other lands and facilities designated in the Contract Documents for use by the Design Build Entity.

### **2.3 SPORTSPLEX USA'S RIGHT TO STOP WORK ON THE PROJECT**

If the Design Build Entity fails to correct Defective Work as required by Paragraph 12.2 or fails to perform the Work in accordance with the Contract Documents, Sportsplex USA or Sportsplex USA's Representative may direct the Design Build Entity to stop work on the Project, or any portion thereof, until the cause for such order has been eliminated by the Design Build Entity. The Design Build Entity shall not be entitled to any adjustment of Contract Time or the Contract Price as a result of any such order. Sportsplex USA and Sportsplex USA's Representative have no duty or responsibility to the Design Build Entity or any other party to exercise the right to stop work on the Project.

## **2.4 SPORTSPLEX USA'S RIGHT TO CARRY OUT WORK ON THE PROJECT**

If the Design Build Entity fails to carry out the Project in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services, or otherwise fails to comply with any material term of the Contract Documents, and fails within two (2) days after receipt of notice from Sportsplex USA to promptly commence and thereafter diligently continue to completion the correction of such failure, Sportsplex USA may, without prejudice to other remedies Sportsplex USA may have, correct such failure at the Design Build Entity's expense. In such case, Sportsplex USA will be entitled to deduct from payments then or thereafter due the Design Build Entity the cost of correcting such failure, including compensation for the additional services and expenses of Sportsplex USA's Representative and Sportsplex USA's consultants made necessary thereby. If payments then or thereafter due the Design Build Entity are not sufficient to cover such amounts, the Design Build Entity shall pay the additional amount to Sportsplex USA within ten (10) days of Sportsplex USA's written demand.

## **2.5 SPORTSPLEX USA'S RIGHT TO REPLACE SPORTSPLEX USA'S REPRESENTATIVE**

Sportsplex USA may at any time and from time to time, without prior notice to or approval of the Design Build Entity, replace Sportsplex USA's Representative with a new individual. Upon receipt of notice from Sportsplex USA informing the Design Build Entity of such replacement and identifying the new Sportsplex USA's Representative, the Design Build Entity shall recognize such person or firm as Sportsplex USA's Representative for all purposes under the Contract Documents.

## **2.6 PARTIAL OCCUPANCY OR USE**

2.6.1 Sportsplex USA may occupy or use any completed or partially completed portion of the Project at any time. Sportsplex USA and the Design Build Entity shall agree in writing to the condition and status of the Project (or designated portion), the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the work (or designated portion), insurance, the period for correction of the work (or designated portion), and the commencement of warranties for the work (or designated portion) required by the Contract. When requested by Sportsplex USA, the Design Build Entity shall complete all Punch List items for the occupied portion of the Project.

2.6.2 Immediately prior to such partial occupancy or use, Sportsplex USA and the Design Build Entity shall jointly inspect the portions of the Project (or designated portion) to be occupied or used, in order to determine and document the condition and status of the work on the Project.

2.6.3 Unless otherwise agreed by the Parties in writing, partial occupancy or use of a portion or portions of the Project shall not constitute final acceptance of the Project, shall not be deemed an approval of any portion or portions of the Project not in

compliance with the requirements of the Contract, and shall not relieve the Design Build Entity of any responsibility or obligation under the Contract.

## **2.7 INFORMATION PROVIDED BY SPORTSPLEX USA**

2.7.1 Sportsplex USA provided the Design Build Entity with information regarding the Site in the RFP and its respective components, including, but not limited to previous plans and other data.

2.7.2 This information is for the Design Build Entity's use in performing the Project work. Design Build Entity is responsible for verifying field conditions and other data in the information provided by Owner and requesting written clarification of any errors or ambiguities discovered by the Design Build Entity.

## **ARTICLE 3: DESIGN BUILD ENTITY'S RIGHTS AND RESPONSIBILITIES**

### **3.1 DESIGN BUILD ENTITY'S RESPONSIBILITY; INDEPENDENT CONTRACTOR**

The Design Build Entity shall be responsible to Sportsplex USA for acts and omissions of the Design Build Entity's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of work on the Project under direct or indirect contract with the Design Build Entity or any of its Subcontractors. Sportsplex USA retains the Design Build Entity as an independent contractor. The Design Build Entity is not an employee, agent or representative of Sportsplex USA. The Design Build Entity represents that it is fully experienced and properly qualified as well as properly licensed, equipped, organized, and financed to perform the Project. The Design Build Entity shall maintain complete control over its employees and its subcontractors and shall pay all wages, salaries and other amounts due such personnel in connection with their performance as required by law. The Design Build Entity shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS; SINGLE POINT RESPONSIBILITY OF THE DESIGN BUILD ENTITY**

3.2.1 In addition to the examination and reviews performed, and obligations assumed, incident to making the representations set forth in Article 10 of the Contract, the Design Build Entity shall carefully study and compare each of the Contract Documents provided by Sportsplex USA with the others and with information furnished by Sportsplex USA, and shall promptly report in writing to Sportsplex USA's Representative any errors, inconsistencies, or omissions in the Contract Documents provided by Sportsplex USA or inconsistencies with Applicable Code Requirements observed by the Design Build Entity. The Design Build Entity shall be solely responsible for any errors, inconsistencies or omissions in the Contract Documents if the Design Build Entity fails to perform such review and examination or fails to report such errors, inconsistencies or omissions to Sportsplex USA in writing.

3.2.2 The Design Build Entity is responsible for the design and construction of the Project and shall use the highest design and engineering standards of care applicable to public projects, buildings or work of similar size, complexity, quality and scope in performing work on the Project. The Design Build Entity shall be solely responsible for any and all design errors including, but without limitation, errors, inconsistencies or omissions in the Construction Documents. The Design Build Entity shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Design Build Entity before commencing work on the Project. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to Sportsplex USA's Representative.

3.2.3 If the Design Build Entity performs any design and/or construction activity which it knows, or should know, involves an error, inconsistency, or omission referred to in Subparagraphs 3.2.1 and 3.2.2, without notifying and obtaining the written consent of Sportsplex USA's Representative, the Design Build Entity shall be responsible for the resultant Losses, including, without limitation, the costs of correcting Defective Work.

3.2.4 Sportsplex USA does not assume any obligation to employ the Design Build Entity's services or pay the Design Build Entity royalties of any type as to future projects that may result from work performed under this Contract.

3.2.5 The Design Build Entity shall be responsible for all plotting, printing, copying and distribution costs of any and all documents required in connection with work on the Project.

3.2.6 The Design Build Entity agrees that it has single point responsibility for the Design and construction of this Project, and agrees to utilize the highest standard of excellent design, engineering and construction practices. The Design Build Entity agrees that, in light of the high degree of confidence and trust that Sportsplex USA has reposed in the Design Build Entity, the Design Build Entity is a fiduciary of Sportsplex USA and, as such, has the duty to act in Sportsplex USA's best interests at all times throughout the course and performance of this Contract.

### **3.3 DESIGN, SUPERVISION AND CONSTRUCTION PROCEDURES**

3.3.1 The Design Build Entity shall supervise, coordinate, and direct all work on the Project using the Design Build Entity's best skill and attention. The Design Build Entity shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of work on the Project, including, but without limitation, landscape and site work, utilities, and building systems.

3.3.2 The Design Build Entity shall be responsible to Sportsplex USA for acts and omissions of the Design Build Entity, its agents, employees, and Subcontractors, and their respective agents and employees.

3.3.3 The Design Build Entity shall not be relieved of its obligation to perform all work on the Project in accordance with the Contract Documents either by acts or omissions of Sportsplex USA or Sportsplex USA's Representative in the administration of the Contract, or by tests, inspections, or approvals required, or performed, by persons or firms other than the Design Build Entity.

3.3.4 The Design Build Entity shall be responsible for inspection of all portions of work on the Project, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent work.

3.3.5 To facilitate communications and the management of the Design process, the Design Build Entity shall establish a local office, within Sportsplex USA limits, for the duration of the Design process.

3.3.6 [RESERVED.]

3.3.7 The Design Build Entity is required to deliver to Sportsplex USA, if requested, any and all design materials including, but not limited to, calculations, preliminary drawings, construction drawings, shop drawings, electronic media data, tenant improvement documents, sketches, illustrations, specifications, descriptions, models, mock ups, and other information developed, prepared, furnished, or delivered in the prosecution of the Design Work.

3.3.8 The Design Build Entity shall at all times participate in, implement, and comply with the CEQA documentation prepared for the Project and provided to the Design Build Entity in order to ensure conformance with the requirements of CEQA as required in the Contract Documents.

3.3.9 The Design Build Entity is responsible for preparation of the Construction Documents for the entire Project.

3.3.10 The Design Build Entity is responsible for construction of the entire Project as required by the Contract Documents.

3.3.11 The Design Build Entity shall at all times maintain good discipline and order among its employees and subcontractors. The Design Build Entity shall provide competent, fully qualified personnel to perform all work on the Project.

### **3.4 LABOR AND MATERIALS**

Unless otherwise provided in the Contract Documents, the Design Build Entity shall provide and pay for all professional services, services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Scope of Work on the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in work on the Project.

### **3.5 DESIGN BUILD ENTITY'S WARRANTY**

The Design Build Entity warrants to Sportsplex USA that all Design Work will be performed in accordance with the highest professional standards and degree of care applicable to those design professionals who specialize in designing and providing services for public projects of the type, scope, quality and complexity of the Project utilizing the Design Build contracting mode. The Design Build Entity warrants to Sportsplex USA that all labor, materials, equipment and furnishings used in, or incorporated into, the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents), and all work will be free of liens, claims and security interests of third parties; that the work will be of the highest quality and free from defects and that all work will conform with the requirements of the Contract Documents. If required by Sportsplex USA's Representative, the Design Build Entity shall furnish satisfactory evidence of compliance with this warranty. Further, the type, quality and quantum of such evidence shall be within the sole discretion of Sportsplex USA's Representative.

### **3.6 TAXES**

The Design Build Entity shall pay all sales, consumer, use, income, payroll and similar taxes in connection with the Project.

### **3.7 PERMITS, FEES, AND NOTICES**

Except for the permits and approvals which are to be obtained on behalf of Sportsplex USA or the requirements with respect to which Sportsplex USA is not subject, as provided in Subparagraph 2.1.1, the Design Build Entity shall secure, and pay for, all other permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of work on the Project. The Design Build Entity shall deliver to Sportsplex USA all original licenses, permits, and approvals obtained by the Design Build Entity in connection with work on the Project prior to the final payment or upon termination of the Contract, whichever is earlier.

### **3.8 APPLICABLE CODE REQUIREMENTS**

3.8.1 The Design Build Entity shall perform all work on the Project in accordance with the following Applicable Code Requirements and all code requirements listed in the Scope of Work:

(a) All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over Sportsplex USA, the Design Build Entity, any Subcontractor, the Project, the Project site, the work on the Project, or the prosecution of the work on the Project.

(b) All requirements of any insurance company issuing insurance required hereunder.

(c) Applicable sections in the State of California Labor Code.

(d) All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

3.8.2 The Design Build Entity shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5, and applicable sections that follow). The Design Build Entity shall promptly notify Sportsplex USA's Representative in writing if the Design Build Entity becomes aware during the performance of work on the Project that the Contract Documents are at variance with Applicable Code Requirements.

3.8.3 If the Design Build Entity performs work which it knows or should know is contrary to Applicable Code Requirements, without prior notice to Sportsplex USA and Sportsplex USA's Representative, the Design Build Entity shall be responsible for such work and any resulting damages including, without limitation, the costs of correcting Defective Work.

### **3.9 SUPERINTENDENT**

3.9.1 The Design Build Entity shall employ a competent Superintendent satisfactory to Sportsplex USA who shall be in attendance at the Project site at all times during the performance of the Construction Work. Superintendent shall represent the Design Build Entity and communications given to, and received from, Superintendent shall be binding on the Design Build Entity. Failure to maintain a Superintendent on the Project site at all times work on the Project is in progress shall be considered a material breach of this Contract, entitling Sportsplex USA to terminate the Contract or, alternatively, issue a stop work order until the Superintendent is on the Project site. If, by virtue of issuance of said stop work order, the Design Build Entity fails to complete the Contract on time, the Design Build Entity will be assessed Liquidated Damages in accordance with the Contract.

3.9.2 Any changes to the assignment of the Superintendent shall receive prior written approval from Sportsplex USA. The Superintendent may not perform the work of any trade, pick up materials, or perform any work not directly related to the supervision and coordination of the Construction Work at the Project site when work is in progress. In addition, the Design Build Entity will provide all key personnel identified in the Contract for the time periods stipulated.

### **3.10 PROJECT STAFFING**

3.10.1 The Design Build Entity and each Subcontractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the work on the Project; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the work; and keep an adequate force of skilled



and fit workers on the job to complete all work on the Project in accordance with all requirements of the Contract.

3.10.2 Sportsplex USA shall have the right, but not the obligation, to require the removal from the Project of the Design Build Entity's Representative, or any superintendent, staff member, agent, or employee of any contractor, Subcontractor, material or equipment supplier, or any other entity working on the Project. Removal may be required for any reason designated by Sportsplex USA, including but not limited to, failure or refusal to perform work on the Project in a manner acceptable to Sportsplex USA, uncooperative or incompetent performance on the Project, threatening the adequate or timely completion of the Project, or threatening the safety of persons or property.

### **3.11 TOXIC MATERIALS**

The Design Build Entity is responsible for unforeseen site conditions and toxic materials to the extent described in the Contract Documents and/or that could be reasonably inferred by the Design Build Entity based on its experience and expertise on similar projects.

### **3.12 HAZARDOUS MATERIALS**

3.12.1 The Design Build Entity is solely responsible for investigating and performing remedial actions on all hazardous materials and other related environmental requirements located on the Project site. For the purposes of this Contract, hazardous materials shall also include, but are not limited to, underground storage tanks. Any hazardous materials that are encountered beyond those described in the Contract Documents or Proposal Requirements, or which reasonably could not have been discovered within the time permitted, may properly be the subject of a Change Order Request. Sportsplex USA agrees that the Design Build Entity cannot be considered a hazardous materials generator of any such materials in existence on the Site at the time it is given possession of the Site.

3.12.2 "Hazardous materials" means any substance: the presence of which requires investigation or remediation under any federal, state or local law, statute, regulation, ordinance, order, action, policy or common law; which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitations, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. ("RCRA"); which is petroleum, including crude oil or any fraction thereof not otherwise designated as a "hazardous substance" under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons; which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any regulatory agency or instrumentality or the United States; the presence of which on the Site causes or threatens

to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; the presence of which on adjacent properties could constitute a trespass by the Design Build Entity or Sportsplex USA; or as defined in the California Health and Safety Code.

3.12.3 "Underground Storage Tank" shall have the Definition assigned to that term by Section 9001 of RCRA, 42 U.S.C. Section 6991, and also shall include: any tank of one thousand one hundred (1, 100) gallons or less capacity used for storing motor fuel; any tank used for storing heating oil for consumption on the premises where stored; any septic tank; and any pipes connected to the above items.

3.12.4 "Environmental Requirements" means all applicable laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all governmental agencies or other instrumentality's of the City, State of California, and United States and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: all requirements, including, but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of hazardous materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous materials; and all requirements pertaining to the protection of the health and safety of employees or the public.

### **3.13 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION**

The Design Build Entity shall be required to comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale as described in Article 14.10 below. Failure to comply with the Permit is in violation of federal and state law. The Design Build Entity hereby agrees to indemnify Sportsplex USA in accordance with Paragraph 3.30 herein of any failure or alleged failure to comply with the Permit.

### **3.14 CONSTRUCTION DOCUMENTS**

#### **3.14.1 Construction Documents**

(a) Upon receipt of the Notice to Proceed, the Design Build Entity shall instruct the Design Professional of Record to commence the design of the Project and the preparation of the Schematic Design and Construction Documents. Upon review and written approval of the Schematic Design by Sportsplex USA, the Design Build Entity shall complete the Construction Documents. The Design Build Entity shall address all of Sportsplex USA's comments on the Schematic Design documents in the Construction Documents, either by incorporating the comments or providing a written explanation of

why the comment is not incorporated. The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction. Sportsplex USA's review of the Construction Documents shall be conducted in accordance with the approved Contract Schedule with procedures set forth in Article 3 relating to Schedule. Such review shall not relieve the Design Build Entity from its responsibilities under the Contract. Such review shall not be deemed an approval or waiver by Sportsplex USA of any deviation from, or of the Design Build Entity's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the Document submitted by the Design Build Entity and approved by Sportsplex USA.

(b) However, it is acknowledged by the parties hereto that inherent in a Design Build concept, bridging or otherwise, the production and review of Construction Documents may be a continuing process with portions thereof completed at different times. The Design Build Entity will limit the Construction Document packages submitted to Sportsplex USA for review and approval for construction to five (5), unless approved in writing by Sportsplex USA. Contract Schedule shall indicate the times for Sportsplex USA to review the completion of each such portion of the Construction Documents and a reasonable time for review of same.

(c) The Design Build Entity shall submit completed packages of the Construction Documents for review by Sportsplex USA, and all other required governmental agencies, at the times indicated on the Contract Schedule and as defined in the Scheduling Specification. Meetings between the Design Build Entity and Sportsplex USA to review the Construction Document packages, shall be scheduled and held so as not to delay work on the Project.

(d) The Construction Documents for hazardous and/or toxic abatement efforts and demolition activity shall be of sufficient clarity and shall be fully detailed and approved by a licensed engineer if required by law when submitted to Sportsplex USA for review.

#### 3.14.2 Shop Drawings, Product Data, Samples, Materials, and Equipment

(a) Shop drawings are drawings, submitted to the Design Build Entity by subcontractors, manufacturers, supplier or distributors, showing in detail the proposed fabrication and assembly of building elements and the installation (e.g., form, fit, and attachment details) of materials or equipment.

(b) The Design Build Entity shall coordinate all submittals and review them for accuracy, completeness, and compliance with the requirements of the Contract Documents and the Design Build Entity's Construction Documents and shall indicate its approval thereon as evidence of such coordination and review.

(c) Materials and equipment incorporated in the work on the Project shall match the approved samples within tolerances appropriate to the items, and as may be described in the Contract Documents.

(d) The Design Build Entity shall submit shop drawings approved by the Design Professional of Record and samples of submittals that relate to finish materials and products.

(e) Wherever the name or brand of manufacturer or an article is listed in the Contract Documents, it is to be used in work on the Project as the standard. Any variation in quality must be approved by Sportsplex USA.

#### 3.14.3 Field Engineering

(a) If requested by Sportsplex USA, the Design Build Entity shall retain and pay expenses of a civil engineer or land surveyor to establish on the Site the required reference points and benchmarks, establish building lines and elevations, check for building framing, plumbness, and establish on building frame the required basic grid lines. The engineer or land surveyor shall be licensed in the State of California.

(b) The Design Build Entity shall locate and protect control points prior to starting work on the Project site and preserve permanent reference points during construction, and shall require the engineer or surveyor to replace control points which become lost or destroyed.

#### 3.14.4 Geotechnical and Survey

(a) Sportsplex USA may provide the Design Build Entity with a geotechnical report which includes supporting data, findings and recommendations; and also with a legal description and a project survey that are included in the Contract Documents. The Design Work shall be consistent with both the findings and recommendations of the geotechnical report and legal description and project survey.

(b) The Design Build Entity shall verify the location and depth (elevation) of all existing utilities and services before performing any excavation work.

(c) Any additional tests, borings, etc necessary to support the Construction Documents shall be the responsibility of the Design Build Entity.

### 3.15 MONTHLY REPORT

Upon request by Sportsplex USA, the Design Build Entity shall prepare and submit, during both the Construction Documents Phase and the Construction Phase, monthly reports on the work accomplished during the prior monthly period. Such reports shall be prepared in a manner and in a format approved by Sportsplex USA. Reports shall be furnished at the time of submission of each monthly application for payment. The monthly report shall also set forth the Design Build Entity's projected progress for the forthcoming month.

### **3.16 OTHER REPORTS**

The Design Build Entity will cooperate with Sportsplex USA in preparing, or causing to be prepared, all or part of, periodic project reports required by state or federal agencies.

### **3.17 NOTICES OF LABOR DISPUTE**

3.17.1 If the Design Build Entity has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of work on the Project, the Design Build Entity shall immediately give written notice including all relevant information to Sportsplex USA.

3.17.2 The Design Build Entity agrees to insert the substance of this Article in any subcontract to which a labor dispute may delay the timely performance of work on the Project, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Design Build Entity, as the case may be, of all relevant information concerning the Dispute.

### **3.18 GUARANTEE**

3.18.1 The Design Build Entity unconditionally guarantees all work on the Project will be completed in accordance with the Contract Documents, and will remain free of defects in workmanship and materials for a period of one (1) year from the date of Final Completion, unless a longer guarantee period is specifically called for in the Contract Documents. However, a shorter guarantee period shall apply to landscape plants, trees, turf, and other living landscape materials. Trees or shrubs greater than one gallon in size at the time of planting shall be guaranteed for one (1) year, and all other plant material shall be guaranteed for six (6) months. The Design Build Entity shall repair or replace any and all work, together with any adjacent work that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to Sportsplex USA; ordinary wear and tear and abuse excepted. The Design Build Entity shall bear all costs of such correction, replacement, repair, or restoration, and all Losses resulting from such Defective Work, including additional testing, inspection, and compensation for Sportsplex USA's Representative's services and expenses. The Design Build Entity shall perform corrective work on the Project at such times that are acceptable to Sportsplex USA and in such a manner as to avoid, to the extent practicable, disruption to Sportsplex USA's activities.

3.18.2 The Design Build Entity further agrees, within fourteen (14) days, or as such shorter period as may be designated for emergency repairs, after being notified in writing by Sportsplex USA, of any work not in accordance with the requirements of the Contract Documents or any defects in the work on the Project, that the Design Build Entity shall commence and execute, with due diligence, all work necessary to fulfill the terms of

the guarantee. If Sportsplex USA finds that the Design Build Entity fails to perform any of the work under the guarantee, Sportsplex USA may elect to have the work completed at the Design Build Entity's expense and the Design Build Entity will pay costs of the work upon demand. Sportsplex USA will be entitled to all costs, including reasonable attorneys' fees and consultants' expenses necessarily incurred upon the Design Build Entity's refusal to pay the above costs.

3.18.3 Notwithstanding the foregoing subparagraph, in the event of an emergency constituting an immediate hazard to health or safety of Sportsplex USA employees, property, or licensees, Sportsplex USA may undertake, at the Design Build Entity's expense and without prior notice, all work necessary to correct such condition(s) when it is caused by work of the Design Build Entity not being in accordance with the requirements of the Contract Documents

3.18.4 The Design Build Entity's obligations under this Article 3.18 are in addition to and not in limitation to any other obligation of the Design Build Entity under the Contract Documents or at law. Enforcement of the Design Build Entity's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies Sportsplex USA may have under the Contract Documents or at law or in equity for Defective Work.

### **3.19 WARRANTY**

The Design Build Entity warrants to Sportsplex USA that any and all materials, equipment and furnishings incorporated in the Project will be of good quality and new unless otherwise required or permitted by the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranty excludes damage caused by improper operation, or normal wear and tear under normal usage under the control of Sportsplex USA. Such warranty shall exclude warranties relating to design, warranty of fitness, and any other express or implied warranties other than as set forth herein or in the Contract Documents; provided, however, that the foregoing shall not impair the rights of Sportsplex USA to maintain an action for breach of contract against the Design Build Entity.

### **3.20 SCHEDULES REQUIRED OF THE DESIGN BUILD ENTITY**

3.20.1 The Design Build Entity shall plan, develop, supervise, control, and coordinate the performance of the work on the Project so that its progress and the sequence and timing of Work activities complete the Project within the Contract Time(s). Design Build Entity shall use the Critical Path Method (CPM ) in planning, coordinating, performing and reporting on the Work, including all activities of Design Build Entity, Subcontractors, equipment vendors, and suppliers, and in assisting Sportsplex USA in monitoring the progress of the Work.

3.20.2 The Schedule shall depict events and activities, their durations and their interrelationships, and shall recognize the progress that must be made in one task before subsequent tasks can begin. The CPM network shall be comprehensive and shall

include all activities, interdependencies and interactions required to perform the Work. Design Build Entity shall submit the construction schedule to Sportsplex USA for review.

3.20.3 All Schedules, including the initial schedule, the baseline schedule, and the monthly updates, shall be submitted to Sportsplex USA in both hard copy and electronic form. The electronic files shall be the actual scheduling program files, not a pdf version of the schedule. Design Build Entity shall submit three hard copies of all Schedules printed in a bar chart format on a timeline, showing the entire construction period.

3.20.4 Within thirty (30) days of execution of the Design Build Contract, the Design Build Entity shall provide Sportsplex USA, for its review and written approval, a detailed Schedule which fully sets forth the Design Build Entity's proposed schedule for completion of all design and construction services on the Project within the Contract Times. The Schedule shall be created in the current version of one of the following scheduling programs: Primavera Project Planner (version P3 or P6), Suretrak Project Manager, or Microsoft Project.

3.20.5 The Schedule shall be updated and submitted to Sportsplex USA on a monthly basis for the purpose of recording and monitoring the actual progress of the Work. Each monthly update shall include actual dates of activities started and/or completed during the previous month, and the percentage of work completed to date on each activity started but not completed. The monthly update shall incorporate all changes mutually agreed upon by the Design Build Entity and Sportsplex USA during preceding periodic reviews and all changes resulting from approved Change Orders and Field Directives. The monthly update shall also include a forecast of the remaining duration for each activity, if the remaining duration is expected to be greater than that calculated by the scheduling program based on the percentage complete.

3.20.6 [RESERVED.]

3.20.7 The Design Build Entity shall continuously obtain from Subcontractors information and data about the planning for, and progress of, the work on the Project and the delivery of equipment. During its work on the Project, the Design Build Entity shall coordinate and integrate such information and data into updated Contract Schedules, and shall monitor the progress of the work on the Project and the delivery of equipment. The Design Build Entity shall act as the expediter of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors, regardless of tier.

3.20.8 Failure of Sportsplex USA's Representative to discover errors or omissions in schedules that it has reviewed, or to inform the Design Build Entity that the Design Build Entity, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule shall not relieve the Design Build Entity from its sole responsibility to perform and complete the Project within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Price.

### **3.21 AS BUILT DOCUMENTS**

The Design Build Entity shall maintain one (1) set of As-Built drawings and specifications, which shall be kept up to date during the work of the Contract. All changes from the Documents as drawn and written and approved which are incorporated into the work on the Project shall be noted on the As-Built set. Notations shall reflect the actual materials, equipment and installation methods used for the work on the Project, as well as the actual location of the work, and each revision shall be initialed and dated by Superintendent. Prior to filing of the Notice of Completion, each drawing and the specification cover shall be signed by the Design Build Entity and dated, attesting to the completeness of the information noted therein. As-Built Documents shall be turned over to Sportsplex USA's Representative and shall become part of the Record Documents as required by the Scope of Work.

### **3.22 DOCUMENTS AND SAMPLES AT PROJECT SITE**

The Design Build Entity shall maintain the following at the Project site:

1. One current copy of the Contract Documents (including Construction Documents), in good order and marked to record current changes and selections made during construction.
2. One copy of the prevailing wage rates applicable to the Project.
3. The current accepted Contract Schedule.
4. Shop Drawings, Product Data, and Samples.
5. One current copy of all As built documents.
6. All other required submittals.

These shall be available to Sportsplex USA's Representative and shall be delivered to Sportsplex USA's Representative for submittal to Sportsplex USA upon the earlier of Final Completion or termination of the Contract, or at any time upon Sportsplex USA's written demand.

### **3.23 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

#### **3.23.1 Definitions:**

(a) Shop Drawings [above] are drawings, diagrams, schedules, and other data specially prepared for the Project by the Design Build Entity or a Subcontractor to illustrate some portion of the work on the Project.

(b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished



by the Design Build Entity to illustrate or describe materials or equipment for some portion of work on the Project.

(c) Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the work on the Project will be judged.

3.23.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of work on the Project for which submittals are required, how the Design Build Entity proposes to conform to the information given and the Design concept expressed in the Contract Documents.

3.23.3 The Design Build Entity shall review, approve, and submit to Sportsplex USA's Representative Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the work on the Project or in the activities of Sportsplex USA or of Separate Contractors. Submittals made by the Design Build Entity that are not required by the Contract Documents may be returned without action by Sportsplex USA's Representative.

3.23.4 The Design Build Entity shall perform no portion of the work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been reviewed by Sportsplex USA's Representative and no exceptions have been taken by Sportsplex USA's Representative. Such work shall be in accordance with approved submittals and the Contract Documents. Sportsplex USA shall provide review and response to all such submittals within ten (10) working days.

3.23.5 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Design Build Entity represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related work.

3.23.6 If the Design Build Entity discovers any conflicts, omissions, or errors in Shop Drawings or other submittals, the Design Build Entity shall notify Sportsplex USA's Representative and receive instruction before proceeding with the affected work. The Design Build Entity shall be responsible to correct to the satisfaction of Sportsplex USA, any conflicts, omissions, or errors in Shop Drawings or other submittals.

3.23.7 The Design Build Entity shall not be relieved of responsibility for deviations from requirements of the Contract Documents by Sportsplex USA's Representative's review of Shop Drawings, Product Data, Samples, or similar submittals, unless the Design Build Entity has specifically informed Sportsplex USA's Representative in writing of such deviation at the time of submittal and Sportsplex USA's Representative has given written approval of the specific deviation. The Design Build Entity shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data,

Samples, or similar submittals by Sportsplex USA's Representative's review, acceptance, comment, or approval thereof.

3.23.8 The Design Build Entity shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by Sportsplex USA's Representative on previous submittals.

3.23.9 Sportsplex USA will review first resubmittal of Shop Drawing at its cost. Sportsplex USA reserves the right to reduce the Contract Price by Change Order for its cost for any subsequent reviews of Shop Drawing resubmittals.

### **3.24 USE OF SITE AND CLEAN UP**

3.24.1 The Design Build Entity shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. The Design Build Entity shall not unreasonably encumber the Project site with materials or equipment.

3.24.2 The Design Build Entity shall, during performance of work on the Project, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by the Design Build Entity. The Design Build Entity shall remove all excess dirt, waste material, and rubbish caused by the Design Build Entity; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Project.

3.24.3 Personnel of the Design Build Entity and Subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

### **3.25 CUTTING, FITTING, AND PATCHING**

3.25.1 The Design Build Entity shall do all cutting, fitting, or patching work required to make all parts of the Project come together properly and to allow the Project to receive or be received by the work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents.

3.25.2 The Design Build Entity shall not endanger the Project, or adjacent property by cutting, digging, or otherwise. The Design Build Entity shall not cut or alter the work of any Separate Contractor without the prior consent of Sportsplex USA's Representative.

### **3.26 ACCESS TO WORK**

Sportsplex USA, Sportsplex USA's Representative, their consultants, and other persons authorized by Sportsplex USA will at all times have access to the work on the Project wherever it is in preparation or progress. The Design Build Entity shall provide safe and proper facilities for such access and for inspection.

### **3.27 ROYALTIES AND PATENTS**

The Design Build Entity shall pay all royalties and license fees required for the performance of work on the Project. The Design Build Entity shall defend suits or claims resulting from the Design Build Entity's or any Subcontractor's infringement of patent rights and shall Indemnify Sportsplex USA and Sportsplex USA's Representative from Losses on account thereof.

### **3.28 CONCEALED OR UNKNOWN CONDITIONS**

3.28.1 Except and only to the extent provided otherwise in Article 7 and 8 of the General Conditions, by signing the Contract, the Design Build Entity agrees:

(a) To bear the risk of concealed or unknown conditions, if any, which may be encountered in performing the Contract, as described in these Contract Documents, and/or that can reasonably be inferred by the Design Build Entity based on its experience and expertise; and

(b) That the Design Build Entity's Contract Price for the Contract was made with full knowledge of this risk.

3.28.2 In agreeing to bear the risk of concealed or unknown conditions, The Design Build Entity understands that, except and only to the extent provided otherwise in Articles 7 and 8, concealed and/or unknown conditions shall not excuse The Design Build Entity from its obligation to achieve full completion of the Project within the Contract Time, and shall not entitle the Design Build Entity to an adjustment of the Contract Price.

3.28.3 If concealed or unknown conditions are encountered which require, in the opinion of Sportsplex USA's Representative, design details which differ from those details shown in the Criteria Documents and Sportsplex USA's Representative finds that such revised design details will cause an increase or decrease in the cost of, or the time required for performance of the Contract, and if Sportsplex USA agrees with Sportsplex USA's Representative's determinations, Sportsplex USA will issue a Change Order modifying the Contract Terms to provide for the change in design details and to provide for an adjustment in the Contract Price and/or Contract Time pursuant to Articles 7 and 8.

3.28.4 If the Design Build Entity encounters concealed or unknown conditions that differ materially from those anticipated or expected, the Design Build Entity shall notify Sportsplex USA's Representative in writing within 24 hours in writing of such conditions so that Sportsplex USA's Representative can determine if such conditions require design details which differ from those design details shown in the Criteria Documents. The Design Build Entity shall be liable to Sportsplex USA for any extra costs incurred as the result of the Design Build Entity's failure to give such notice.

### **3.29 LIABILITY FOR AND REPAIR OF DAMAGED WORK**

Except as otherwise provided in the Contract Documents, the Design Build Entity shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to Sportsplex USA's acceptance of the Project as fully completed.

### **3.30 INDEMNIFICATION**

The Design-Build Entity agrees to protect, save, defend and hold harmless, to the greatest extent provided by law, Sportsplex USA, its governing board and each member thereof, their officers, agents and employees from any and all claims, liabilities, reasonable expenses or damages of any nature, including reasonable attorney's fees, for injury or death of any person, or damage to property, or interference with the use of property arising out of the negligent acts, errors or omission, or willful misconduct by the Design-Build Entity, the Design-Build Entity's agents, officers, employees, sub-consultants, or independent consultants hired by the Design-Build Entity to provide services pursuant to this Contract. The only exception to the Design-Build Entity's responsibility to protect, save, defend and hold harmless Sportsplex USA is where a claim, liability, expense or damage occurs due to the sole negligence, willful misconduct or active negligence of Sportsplex USA. This hold harmless provision shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable. Insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-Build Entity. Any proposed changes to this indemnification clause must be clearly marked and submitted with the Design-Build Entity's proposal. Failure to provide the proposed changes will preclude the Design-Build Entity, if selected, from negotiating changes with respect to indemnification. Notwithstanding the foregoing, to the extent Design-Build Entity's Scope of Work is subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design-Build Entity.

In claims against any person or entity indemnified under this provision, that are made by an employee of the Design-Build Entity or any Subcontractor, a person indirectly employed by the Design-Build Entity or any Subcontractor, or anyone for whose acts the Design-Build Entity or any Subcontractor may be liable, the indemnification obligation under this provision shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Design-Build Entity or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts or any other insurance limitations. The indemnification obligations under this provision shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non delegable duty.

Joint and several liability shall apply to the Design-Build Entity. In the event the Design-Build Entity and one or more than one other party is connected with an accident or occurrence covered by this indemnification, then all such parties shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate

responsibility among such indemnifying parties for the loss and expense of any such indemnification shall be resolved without jeopardy to any indemnitee listed herein.

#### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

##### **4.1 ADMINISTRATION OF THE CONTRACT BY SPORTSPLEX USA'S REPRESENTATIVE**

4.1.1 Sportsplex USA's Representative will have authority to act on behalf of Sportsplex USA only to the extent provided in the Contract Documents.

4.1.2 Sportsplex USA shall designate in the Contract one or more representatives authorized to act on Sportsplex USA's behalf with respect to the Project, together with the scope of his/her respective authority. If Sportsplex USA's Representative(s) changes, Sportsplex USA shall notify the Design Build Entity in writing as provided in the Contract. Functions for which this Contract Documents provide will be performed by Sportsplex USA may be delegated by Sportsplex USA only by written notice to the Design Build Entity from Sportsplex USA. The Design Build Entity shall not be entitled to rely on directions (nor shall it be required to follow the Directions) from anyone outside the scope of that person's authority as set forth in written authorization pursuant to this Design Build Contract. Only directions and decisions made by Sportsplex USA's Representative shall be binding on Sportsplex USA.

4.1.3 During the term of this Design Build Contract, Sportsplex USA's Representative shall have the right to review the Design Professional of Record's work at such intervals as deemed appropriate by Sportsplex USA's Representative. However, no actions taken during such review or site visit by Sportsplex USA's Representative, shall relieve the Design Build Entity of any of its obligations of single point responsibility for the Design and construction of this Project nor form the basis for a Claim if such actions extend beyond the Contract Time.

4.1.4 Sportsplex USA's Representative will not have control over, will not be in charge of, and will not be responsible for design or construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work on the Project, since these are solely the Design Build Entity's responsibility.

4.1.5 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, Sportsplex USA and the Design Build Entity shall communicate through Sportsplex USA's Representative. Communications by the Design Build Entity with Sportsplex USA's consultants and Sportsplex USA's Representative's consultants shall be through Sportsplex USA's Representative. Communications by Sportsplex USA and Sportsplex USA's Representative with Subcontractors will be through the Design Build Entity. Communications by the Design Build Entity and Subcontractors with Separate Contractors shall be through Sportsplex USA's Representative. The Design Build Entity shall not rely on oral or other non written communications.

4.1.6 Based on Sportsplex USA's Representative's Project site visits, review of Design Work, and evaluations of the Design Build Entity's Applications For Payment, Sportsplex USA's Representative will recommend amounts, if any, due the Design Build Entity and will issue Certificates For Payment in such amounts.

4.1.7 Sportsplex USA's Representative will have the authority to reject work on the Project, or any portion thereof, which does not conform to the Contract Documents. Sportsplex USA's Representative will have the authority to stop work on the Project, or any portion thereof. Whenever Sportsplex USA's Representative considers it necessary, or advisable, for implementation of the intent of the Contract Documents, Sportsplex USA's Representative will have the authority to require additional inspection or testing of the work on the Project in accordance with the Contract Documents, whether or not such work is fabricated, installed, or completed. However, no authority of Sportsplex USA's Representative conferred by the Contract Documents nor any decision made in good faith either to exercise, or to not exercise such authority, will give rise to a duty or responsibility of Sportsplex USA or Sportsplex USA's Representative to the Design Build Entity, or any person or entity claiming under, or through, the Design Build Entity.

4.1.8 Sportsplex USA's Representative will have the authority to conduct inspections and to determine Final Completion; will receive for review and approval any records, written warranties, and related documents required by the Contract Documents and assembled by the Design Build Entity; and will issue a final Certificate For Payment upon the Design Build Entity's compliance with the requirements of the Contract Documents.

4.1.9 Sportsplex USA's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Design Build Entity. Should the Design Build Entity discover any conflicts, omissions, or errors in the Construction Documents or the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether work is within the scope of the Contract Documents; then, before proceeding with the work affected, the Design Build Entity shall notify Sportsplex USA's Representative in writing and request interpretation or clarification. Sportsplex USA's Representative's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Design Build Entity proceed with the work affected before receipt of a response from Sportsplex USA's Representative, any portion of the work on the Project which is not done in accordance with Sportsplex USA's Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and the Design Build Entity shall be responsible for all resultant losses.

## **4.2 THE DESIGN BUILD ENTITY CHANGE ORDER REQUESTS**

4.2.1 The Design Build Entity may request changes to the Contract Price and/or Contract Time for Extra Work or Excusable Delays to completion of the Project caused by the acts, errors, or omissions of Sportsplex USA, Sportsplex USA's

Representative, their agents or employees, or caused by unforeseen conditions if, and only if, the Design Build Entity follows the procedures specified in this Paragraph 4.2. As used in this Paragraph 4.2, such acts, errors, or omissions shall include, but not be limited to, the provision of instructions, or interpretations that involve an increase or decrease in Project Scope, Extra Work or delay completion of the Project.

4.2.2 If the Design Build Entity asserts that the Design Build Entity is entitled to an adjustment of the Contract Price and/or Contract Time as the result of an act, error, or omission of Sportsplex USA, Sportsplex USA's Representative, their agents or employees, or as the result of unforeseen conditions, then the Design Build Entity may submit a Change Order Request in a form acceptable to Sportsplex USA, to Sportsplex USA's Representative.

4.2.3 A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment to the Contract Price and/or Contract Time. Upon request of Sportsplex USA's Representative, the Design Build Entity shall submit such additional information as may be requested by Sportsplex USA's Representative for the purpose of evaluating the Change Order Request. Such additional information may include a Cost Proposal meeting the requirements of Article 7 and written documentation demonstrating the Design Build Entity's entitlement to a time extension under Paragraph 8.4. If the Change Order Request seeks an adjustment of the Contract Price for an Excusable delay, upon request of Sportsplex USA's Representative, the Design Build Entity shall submit written documentation demonstrating the Design Build Entity's entitlement to such an adjustment under Subparagraph 7.3.9.

4.2.4 A condition precedent to obtaining an adjustment of the Contract Price and/or Contract Time as the result of an act, error, or omission of Sportsplex USA, Sportsplex USA's Representative, their agents or employees, or as the result of an unforeseen condition, is timely submission of a Change Order Request that meets the requirements set forth in Subparagraphs 4.2.2 and 4.2.3. A Change Order Request based upon such acts, errors or omissions will be deemed timely submitted if, and only if, it is submitted within ten (10) days of the date the Design Build Entity discovers, or reasonably should discover, that an act, error, or omission of Sportsplex USA, Sportsplex USA's Representative, their agents or employees, has occurred that may entitle the Design Build Entity to an adjustment of the Contract Price and/or Contract Time (even if the Design Build Entity has not been damaged, delayed, or incurred extra cost when the Design Build Entity discovers, or reasonably should discover, the act, error or omission giving rise to the Change Order Request). A Change Order Request based upon an unforeseen condition will be deemed timely submitted if, and only if, it is submitted within ten (10) days of the Date the Design Build Entity discovers, or reasonably should discover, the existence of an unforeseen condition that may entitle the Design Build Entity to an adjustment of the Contract Price and/or Contract Time (even if the Design Build Entity has not been damaged, delayed, or incurred extra cost when the Design Build Entity discovers, or reasonably should discover, the unforeseen condition giving rise to the Change Order Request).

4.2.5 If Sportsplex USA's Representative issues a final decision on all or part of a Change Order Request, the Design Build Entity may contest the decision by filing a timely Claim under the procedures specified in Paragraph 4.3. A final decision is any decision on a Change Order Request which states that it is final.

### **4.3 PROCEDURE FOR RESOLVING DISPUTES**

The Design Build Entity shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 4.2, as a prerequisite to filing any Claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the Claim under the Contract or at law.

4.3.1 **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

4.3.2 **Claims.** For purposes of this Article, "Claim" means a separate demand by the Design Build Entity, after a change order duly requested in accordance with Article 4.2 has been denied by Sportsplex USA, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Design Build Entity pursuant to the Contract, or (C) an amount the payment of which is disputed by Sportsplex USA. A "Claim" does not include any demand for payment for which the Design Build Entity has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Article may not be filed unless and until the Design Build Entity completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 4.2 and Design Build Entity's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than fourteen (14) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to Sportsplex USA and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the Claim shall include the documents necessary to substantiate the Claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of Claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any Claims or subsequent lawsuits for compensation or payment thereon. Sportsplex USA Sportsplex USA Sportsplex USA's



**4.3.3 Supporting Documentation.** The Design Build Entity shall submit all Claims in the following format:

- (a) Summary of Claim merit and price, reference Contract Document provisions pursuant to which the Claim is made
- (b) List of documents relating to Claim:
  - (i) Specifications
  - (ii) Drawings
  - (iii) Clarifications (Requests for Information)
  - (iv) Schedules
  - (v) Other
- (c) Chronology of events and correspondence
- (d) Analysis of Claim merit
- (e) Analysis of Claim cost
- (f) Time impact analysis in CPM format
- (g) Cover letter and certification of validity of the Claim, including any Claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

**4.3.4 Sportsplex USA's Response.** Upon receipt of a Claim pursuant to this Article, Sportsplex USA shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Design Build Entity a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after Sportsplex USA issues its written statement.

- (a) If Sportsplex USA needs approval from its governing body to provide the Design Build Entity a written statement identifying the disputed portion and the undisputed portion of the Claim, and Sportsplex USA's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, Sportsplex USA shall have up to three Days following the next duly publicly noticed meeting of Sportsplex USA's governing body after the 45-Day period, or extension, expires to provide the Design Build Entity a written statement identifying the disputed portion and the undisputed portion.

(b) Within 30 Days of receipt of a Claim, Sportsplex USA may request in writing additional documentation supporting the Claim or relating to defenses or Claims Sportsplex USA may have against the Design Build Entity. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Sportsplex USA and the Design Build Entity. Sportsplex USA's written response to the Claim, as further documented, shall be submitted to the Design Build Entity within 30 Days (if the Claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Design Build Entity in producing the additional information or requested documentation, whichever is greater.

**4.3.5 Meet and Confer.** If the Design Build Entity disputes Sportsplex USA's written response, or Sportsplex USA fails to respond within the time prescribed, the Design Build Entity may so notify Sportsplex USA, in writing, either within 15 Days of receipt of Sportsplex USA's response or within 15 Days of Sportsplex USA's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Sportsplex USA shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

**4.3.6 Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, Sportsplex USA shall provide the Design Build Entity a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after Sportsplex USA issues its written statement. Any disputed portion of the Claim, as identified by the Design Build Entity in writing, shall be submitted to nonbinding mediation, with Sportsplex USA and the Design Build Entity sharing the associated costs equally. Sportsplex USA and Design Build Entity shall mutually agree to a mediator within 10 business Days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(a) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(b) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(c) Unless otherwise agreed to by Sportsplex USA and the Design Build Entity in writing, the mediation conducted pursuant to this section shall

excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(d) The mediation shall be held no earlier than the date the Design Build Entity completes the Work or the date that the Design Build Entity last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

**4.3.7 Procedures After Mediation.** If following the mediation, the Claim or any portion remains in dispute, the Design Build Entity must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Design Build Entity submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

**4.3.8 Civil Actions.** The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

(a) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(b) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

**4.3.9 Government Code Claims.**

(a) This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2

(commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

(b) In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Design Build Entity must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against Sportsplex USA.

(c) Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Design Build Entity. If Design Build Entity does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Design Build Entity may not file any action against Sportsplex USA.

(d) A Government Code claim must be filed no earlier than the date the Work is completed or the date the Design Build Entity last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Design Build Entity or that should reasonably be known to Design Build Entity excepting only new unrelated Claims that arise after the Government Code claim is submitted.

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4.4.1 A waiver of, or failure by, Sportsplex USA or Sportsplex USA's Representative to enforce any requirement in this Article 4, in connection with any Claim shall not constitute a waiver of, and shall not preclude Sportsplex USA or Sportsplex USA's Representative from enforcing such requirements in connection with any other Claims.

4.4.2 The Design Build Entity agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon Sportsplex USA unless and until such approval is ratified by execution of a written Change Order.

## **ARTICLE 5: SUBCONTRACTORS**

### **5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.1.1 All subcontractors shall be retained in compliance with the requirements of the RFP. All subcontractors shall be afforded the applicable protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.), the Design Build Entity shall not, without the written consent of Sportsplex USA: substitute any person or entity as a Subcontractor in place of a Subcontractor designated in the Design Build Entity's original proposal or subsequently awarded a first tier subcontract from the Design Build Entity; permit any such subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the Design Build Entity's original or subsequently awarded a first tier subcontract from the Design Build Entity. Any such assignment or substitution made without the prior written consent of the awarding authority or not in compliance with the Subletting and Subcontracting Fair Practices Act shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve the Design Build Entity or its Subcontractors from their obligations under the terms of the Contract. All requests by the Design Build Entity for substitution will be handled through Sportsplex USA's Representative.

5.1.2 Sportsplex USA have the right to request all documentation that supports the Design Build Entity's selection of a Subcontractor. Sportsplex USA shall have the right of final approval as to the qualifications of a Subcontractor to perform its designated scope of work. Within Sportsplex USA's sole discretion, any Subcontractor may be deemed not qualified to perform work on the Project if Sportsplex USA or Sportsplex USA's Representative determines that the Subcontractor fails to meet the requirements of the Contract Documents, or for any other reason.

5.1.3 Any increase in the cost of the work on the Project resulting from the replacement or substitution of a Subcontractor or as required by Sportsplex USA or Sportsplex USA's Representative, shall be borne solely by the Design Build Entity. The Design Build Entity shall not be entitled to any increase in Contract Price or an extension of Contract Time due to such replacement or substitution.

5.1.4 The Design Build Entity shall require, in each subcontract for any portion of work on the Project, the Subcontractor to indemnify Sportsplex USA, its Consultants, representatives, directors, officers, agents and employees, pursuant to the provisions set forth in Paragraph 3.30.

### **5.2 SUBCONTRACTOR RELATIONS**

5.2.1 Any part of the work on the Project performed for the Design Build Entity by a Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Design Build Entity by the terms of the Contract

Documents, to assume toward the Design Build Entity all the obligations and responsibilities which the Design Build Entity assumes towards Sportsplex USA by the Contract Documents, and to perform such portion of the work on the Project in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of Sportsplex USA under the Contract Documents, with respect to the work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. Where appropriate, the Design Build Entity shall require each Subcontractor to enter into similar agreements with Sub-Subcontractors. The Design Build Entity shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the Subcontractor will be bound. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors. The Design Build Entity shall cause each such subcontract to expressly include the following requirements:

(a) Subcontractor waives all rights that Subcontractor may have against Sportsplex USA for damages caused by fire or other perils covered by builder's risk property insurance carried by Design Build Entity or Sportsplex USA, except for such rights Subcontractor may have to the proceeds of such insurance held by Sportsplex USA under Article 11.

(b) Sportsplex USA and entities and agencies designated by Sportsplex USA will have access to and the right to audit and the right to copy at Sportsplex USA's cost all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to work on the Project. Subcontractor shall preserve all such records and other items for a period of at least 3 years after Final Completion.

(c) The Design Build Entity is responsible for reviewing and coordinating the work of and among his subcontractors and the Design Professional of Record. This review and coordination includes, but is not limited to, resolution of any inconsistencies, errors or omissions.

5.2.2 Upon the request of Sportsplex USA, the Design Build Entity shall promptly furnish to Sportsplex USA a true, complete, and executed copy of any subcontract.

5.2.3 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and Sportsplex USA.

## **ARTICLE 6: CONSTRUCTION BY SPORTSPLEX USA OR BY SEPARATE CONTRACTORS**

### **6.1 SPORTSPLEX USA'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.1 Sportsplex USA reserve the right to award separate contracts for, or to perform with its own forces, construction or operations related to the work or other construction or operations at or affecting the Project site, including portions of work on

the Project which have been deleted by Change Order. The Design Build Entity shall cooperate with Sportsplex USA's forces and Separate Contractors.

6.1.2 Sportsplex USA will provide coordination of the activities of Sportsplex USA's forces and of each Separate Contractor with the work of the Design Build Entity. The Design Build Entity shall participate with Sportsplex USA and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. The Design Build Entity shall make necessary revisions to the Contract Schedule after such joint review.

## **6.2 MUTUAL RESPONSIBILITY**

6.2.1 The Design Build Entity shall afford Sportsplex USA and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. The Design Build Entity shall connect, schedule, and coordinate its construction and operations with the construction and operations of Sportsplex USA and Separate Contractors as required by the Contract Documents.

6.2.2 If a portion of the work on the Project is dependent upon the proper execution or results of other construction or operations by Sportsplex USA or Separate Contractors, the Design Build Entity shall inspect such other design or construction or operations before proceeding with that portion of the work on the Project. The Design Build Entity shall promptly report to Sportsplex USA's Representative apparent discrepancies or defects which render the other design, construction or operations unsuitable to receive the work on the Project. Unless otherwise directed by Sportsplex USA's Representative, the Design Build Entity shall not proceed with the portion of the work on the Project affected until apparent discrepancies or defects have been corrected. Failure of the Design Build Entity to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by Sportsplex USA or Separate Contractors is suitable to receive the work on the Project, except as to defects not then reasonably discoverable.

## **ARTICLE 7: CHANGES IN THE SCOPE OF WORK**

### **7.1 CHANGES**

7.1.1 Sportsplex USA may, from time to time, order or authorize additions, deletions, and other changes in the Scope of Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to Sportsplex USA.

7.1.2 The Design Build Entity may request a Change Order under the procedures specified in Paragraph 4.2.

7.1.3 A Field Order, as defined below, may be issued by Sportsplex USA, does not require the agreement of the Design Build Entity, and shall be valid with or without the signature of the Design Build Entity.

7.1.4 The Design Build Entity shall proceed promptly with any changes in the Scope of Work, unless otherwise provided in the relevant Change Order, Owner Directed Change Order or Field Order.

## **7.2 DEFINITIONS**

7.2.1 A Change Order becomes a Contract Document when, (i) it is an Owner Directed Change Order as described in Paragraph 7.2.2; or (ii) after it has been signed by both Sportsplex USA and the Design Build Entity, and states their agreement upon all of the following:

- (a) A change in the Scope of Work, if any.
- (b) The amount of an adjustment of the Contract Price, billed as Extra Work pursuant to Attachment 1 to the Contract, if any.
- (c) The amount of an adjustment of the Contract Time, if any.

7.2.2 An Owner Directed Change Order is a type of Change Order which may be issued by Sportsplex USA and incorporated into the Contract Documents without the Design Build Entity's signature, where Sportsplex USA determine that it is in Sportsplex USA's best interest to adjust the Contract Price and/or Contract Time as Sportsplex USA believe necessary, even though no agreement has been reached between Sportsplex USA and the Design Build Entity.

7.2.3 A Field Order is a preliminary to a Change Order that describes a change in the Scope of the Work, the estimated adjustments of the Contract Price and/or the Contract Time, if any, and orders a change in the Scope of Work before all of the terms of the change are fully agreed upon by Sportsplex USA and the Design Build Entity. A Field Order must eventually be memorialized as a Change Order or an Owner Directed Change Order and incorporated into the Contract Documents.

## **7.3 CHANGE ORDER PROCEDURES**

7.3.1 When requested by Sportsplex USA's Representative, the Design Build Entity shall provide promptly, but in no event longer than seven (7) days from the date of the request, a Cost Proposal setting forth the Design Build Entity's proposed adjustments of the Contract Price and/or the Contract Time, if any, for performing the proposed change in the Scope of Work. Adjustments of the Contract Price resulting from Extra Work and/or deductive work shall be determined using one of the methods described in Article 7. Adjustments of the Contract Time shall be subject to the provisions in Article 8.

7.3.2 The term "Cost of Extra Work" as used in this Article shall mean actual costs incurred by the Design Build Entity and each Subcontractor regardless of tier involved, and shall be limited to the following (to the extent the Design Build Entity demonstrates that they were actually incurred):



(a) Overhead and Profit not to exceed 15% of the Cost of the Extra Work (not more than 10% Overhead and 5% Profit) and straight time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

(b) Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

(c) Overtime wages or salaries, specifically authorized in writing by Sportsplex USA's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

(d) Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by Sportsplex USA's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

(e) Costs of materials and consumable items which are furnished and incorporated into the Extra Work, as approved by Sportsplex USA's Representative. Such costs shall be charged at the lowest price available to the Design Build Entity but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to Sportsplex USA and the Design Build Entity shall make provisions so that they may be obtained.

(f) Sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Extra Work.

(g) Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by Sportsplex USA's Representative, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the generally accepted rental rates for the area in which the work is performed. The Design Build Entity shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.

(h) Additional costs of royalties and permits due to the performance of the Extra Work.

(i) Cost for revisions in the Schematic Design Documents or Construction Documents, when such revisions are inconsistent with approvals or instructions previously given by Sportsplex USA. Revisions made necessary by adjustments in Sportsplex USA's program or project budget shall be computed at the hourly rates specified in the Exhibits.

(j) The cost for Insurance and Bonds shall not exceed 1% of items (a) – (h) above.

7.3.3 Cost of Extra Work shall not include any of the following: Superintendent(s), Assistant Superintendent(s), Project Engineer(s), Project Manager(s), Scheduler(s), Estimator(s), incidental drafting or detailing, small tools (replacement value does not exceed \$300), office expenses including staff, materials and supplies, on site or off site trailer and storage rental and expenses, site fencing, utilities including gas, electric, sewer, water, telephone, facsimile, copier equipment, data processing personnel and equipment, federal, state, or local business income and franchise taxes, overhead and profit in excess 15% of the cost of the extra work (and of the 15% not more than 10% shall consist of overhead and 5% of profit), costs and expenses of any kind or item not specifically and expressly included in Paragraph 7.3.2, and costs in excess of the hourly rates included in the Design Professional of Record's Rate Schedule.

7.3.4 Compensation for Extra Work as an adjustment to the Contract Price, authorized by Change Order shall be computed as specified in Attachment 2 of the Contract.

7.3.5 As a condition to the Design Build Entity's right to an adjustment of the Contract Price, pursuant to Subparagraph 7.3.4, the Design Build Entity must keep daily detailed and accurate records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and invoices. Such records and documentation shall be submitted to and approved by Sportsplex USA's Representative on a daily basis.

7.3.6 For work to be deleted by Change Order, the reduction of the Contract Price shall be computed on the basis of one or more of the following:

- (a) Unit prices stated in the Contract or an Attachment thereto.
- (b) Unit prices agreed upon by Sportsplex USA and the Design Build Entity.
- (c) A lump sum agreed upon by Sportsplex USA and the Design Build Entity, based upon the actual costs which would have been incurred in performing the Deleted portions of the work on the Project as calculated in accordance with Subparagraphs 7.3.2 and 7.3.3.

7.3.7 If any one Change Order involves both Extra Work and deleted work in the same portion of the work on the Project, the Contract Price shall not be increased if the deductive cost exceeds the additive cost. If the additive cost exceeds the deductive cost, an increase in the Contract Price will be allowed only on the difference between the two amounts.

7.3.8 The Contract Price will be adjusted for a delay if, and only if, the Design Build Entity demonstrates that all of the following four conditions are met:

(a) Condition Number One: The delay results in an extension of the Contract Time pursuant to Subparagraph 8.4.1.

(b) Condition Number Two: The delay is caused solely by one, or more of the following:

(i) An error or omission in the Contract Documents caused solely by Sportsplex USA and not as a result of the Design Build Entity's failure to conform to criteria documents, performance standards, Construction Documents, or Contract Documents; or

(ii) Sportsplex USA's decision to change the Scope of the Work, where such decision is not the result of any default or misconduct of the Design Build Entity; or

(iii) Sportsplex USA's decision to suspend work on the Project, where such decision is not the result of any default or misconduct of the Design Build Entity; or

(iv) The failure of Sportsplex USA or Sportsplex USA's Representative to timely perform any contract obligation where the failure to so perform is not the result of any default or misconduct of the Design Build Entity.

(c) Condition Number Three: The delay is not concurrent with a delay that is:

(i) Critical under Subparagraph 8.4.1.(b); and

(ii) Caused by an event not listed in Subparagraph 7.3.8.(b) above.

(d) Condition Number Four: The delay is not caused, in whole or in part, by an event not listed in Subparagraph 7.3.8.(b) above.

7.3.9 For each day of delay that meets all four conditions prescribed in Subparagraph 7.3.8 the Contract Price will be adjusted by the rates for Extra Work as included in the Contract. Pursuant to Subparagraph 9.7.4, said rate shall not apply to delays occurring after Substantial Completion.

7.3.10 Except as provided in Articles 7 and 8, the Design Build Entity shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

7.3.11 If for any reason one or more of the conditions prescribed in Subparagraph 7.3.4 is held legally unenforceable, the remaining conditions must be met as a condition to obtaining an adjustment of the Contract Time under Subparagraph 7.3.8.

## **7.4 FIELD ORDERS**

7.4.1 A Field Order as described in Subparagraph 7.2.3 above, may be issued by Sportsplex USA. If requested in writing, the Design Build Entity shall promptly provide Sportsplex USA's Representative with a Cost Proposal, setting forth the proposed adjustments of the Contract Price and/or the Contract Time, if any, for performing the change in the Scope of Work. The Field Order will be superseded by a Change Order which shall include the actual adjustments, if any, of the Contract Price and the Contract Time, as well as the change in the Scope of Work.

7.4.2 A Field Order signed by the Design Build Entity indicates the agreement of the Design Build Entity therewith, including the Design Build Entity's agreement to the proposed adjustments to the Contract Price and/or the Contract Time stated therein. Such agreement shall be effective immediately and will be incorporated into a Change Order.

7.4.3 Upon receipt of a Field Order, the Design Build Entity shall promptly proceed with the change in the Scope of Work.

7.4.4 If the Design Build Entity does not agree to the adjustment of the Contract Price set forth in a Field Order, the amount shall be determined in accordance with the provisions of Subparagraph 7.3.4 above; and the Design Build Entity shall comply with the provisions of Subparagraph 7.3.6 regarding records and documentation of actual costs.

## **7.5 VARIATION IN QUANTITY OF UNIT PRICE WORK**

Sportsplex USA have the right to increase or decrease the quantity of any Unit price item for which an estimated quantity is stated in the Bid Form/Design Build Entity's proposal. The Design Build Entity shall be required to provide all quantities requested by Sportsplex USA for the prices provided in the proposal as incorporated into the Contract Documents.

## **7.6 NO WAIVER**

7.6.1 A waiver of, or failure by, Sportsplex USA or Sportsplex USA's Representative to enforce any requirement in this Article 7, including, without limitation, the requirements in Subparagraphs 7.3.6, 7.3.8, 7.3.9, 7.3.10, or 7.3.11 in connection with any adjustment of the Contract Price, will not constitute a waiver of, and will not preclude Sportsplex USA, or Sportsplex USA's Representative, from enforcing, such requirements in connection with any other adjustments of the Contract Price.

7.6.2 The Design Build Entity agrees and understands that no oral approval, either express or implied, of any adjustment of the Contract Price by Sportsplex USA or its agents shall be binding upon Sportsplex USA unless and until such approval is ratified by execution of a written change order.

## **ARTICLE 8: CONTRACT TIME**

### **8.1 COMMENCEMENT OF WORK ON THE PROJECT**

The date of commencement of the Scope of Work shall be set forth in the Notice(s) To Proceed. The date of commencement shall not be postponed by the failure of the Design Build Entity, Subcontractors, or of persons or firms for whom the Design Build Entity is responsible, to act.

### **8.2 PROGRESS AND COMPLETION**

#### **8.2.1 By signing the Contract:**

(a) The Design Build Entity represents to Sportsplex USA that the Contract Time is reasonable for performing the Scope of Work and that the Design Build Entity is able to perform and complete the Scope of Work within the Contract Time.

(b) The Design Build Entity agrees that Sportsplex USA is purchasing the right to have the Design Build Entity present on the Project for the full duration of the time period necessary to complete the Scope of Work described in the RFP.

8.2.2 The Design Build Entity shall not, except by agreement or instruction of Sportsplex USA in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Design Build Entity. The date of commencement and the Contract Time shall not be changed by the effective date of such insurance.

8.2.3 The Design Build Entity shall proceed expeditiously with adequate forces and shall achieve full completion of the work by the Contract Time. If Sportsplex USA's Representative determines and notifies the Design Build Entity that the Design Build Entity's progress is such that the Design Build Entity will not achieve full completion of the work by the Contract Time, the Design Build Entity shall immediately and at no additional cost to Sportsplex USA, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Contract Time. Upon receipt of such notice from Sportsplex USA's representative, the Design Build Entity shall immediately notify Sportsplex USA's Representative of all measures to be taken to ensure full completion of the work within the Contract Time. The Design Build Entity shall reimburse Sportsplex USA for any extra costs or expenses (including the reasonable value of any services provided by Sportsplex USA's employees) incurred by Sportsplex USA as the result of such measures.

### **8.3 DELAY**

8.3.1 There are only two kinds of delay, Excusable Delay and Unexcusable Delay. Only Excusable Delay, that meets the requirements specified herein may result in the adjustment of the Contract Time, and/or the Contract Price and may be compensated

as Extra Work as described below. All other delay(s) are Unexcusable, and except and only to the extent provided otherwise in Articles 7 and 8, by signing the Contract, the Design Build Entity agrees:

(a) to bear the risk of Unexcusable Delays to completion of the work on the Project; and

(b) that the Proposal was made with full knowledge of this risk.

8.3.2 In agreeing to bear the risk of Unexcusable Delays to completion of the work on the Project, the Design Build Entity understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that result in any delay in completion of the Project shall not excuse the Design Build Entity from its obligation to achieve full completion of the Project within the Contract Time, and shall not entitle the Design Build Entity to an adjustment of the Contract Price.

#### **8.4 ADJUSTMENT OF THE CONTRACT TIME FOR EXCUSABLE DELAY**

8.4.1 The Contract Time will be extended for an Excusable Delay, if and only if, the Design Build Entity demonstrates that all of the following six conditions are met:

(a) Condition Number One: When the event causing the delay commences, the Design Build Entity has complied with all Contract requirements for maintaining, submitting, and updating Contract Schedules.

(b) Condition Number Two: The delay is critical. A delay is critical if and only to the extent it delays a work activity that cannot be delayed without delaying completion of the entire Project beyond the contractually specified date for full completion of the work on the Project as stated in the Notice to Proceed, or as amended by Change Order. Under this Subparagraph:

(i) If the Contract Schedule shows completion of the entire Project before the contractually specified date for full completion of the Project, a delay is critical if and only to the extent the delay pushes completion of the entire project to a date that is beyond the contractually specified date for full completion of the Project.

(ii) When two or more delays occur concurrently, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted pursuant to Subparagraph 8.4.2, such concurrent critical delays shall be treated as a single delay which commences at the start of the delay that begins first and terminates at the cessation of the delay that ends last.

(c) Condition Number Three: The delay is supported by the Contract Schedule (or, if appropriate, the Preliminary Schedule), current at the commencement of the event giving rise to the delay. A delay is supported only to the

extent the Contract Schedule (or, if appropriate, the Preliminary Schedule) corroborates that it causes a delay to completion of the entire Project beyond the contractually specified date for full completion because of its effect on the operation referred to in Subparagraph 8.4.1.(b). The requirement that a delay be supported will be excused if the event causing the delay commences before approval of the Contract Schedule, provided that the absence of an approved Contract Schedule is not due to the Design Build Entity's failure to timely submit an acceptable Proposed Contract Schedule.

(d) Condition Number Four: Within three (3) days of the date the Design Build Entity discovers or reasonably should discover an act, error, omission or unforeseen condition causing the delay, (even if the Design Build Entity has not been delayed when the Design Build Entity discovers or reasonably should discover the act, error, omission or unforeseen condition giving rise to the delay) the Design Build Entity submits a timely Change Order Request that meets the requirements of Paragraph 4.2.

(e) Condition Number Five: The delay is not caused by:

(i) A naturally occurring unforeseen site condition not anticipated in the Contract Documents or other written information provided by Owner (e.g., unanticipated naturally occurring rock or sand); or

(ii) The financial inability, misconduct or default of the Design Build Entity, a Subcontractor or supplier; or

(iii) The unavailability of materials or parts, as long as such materials or parts were timely ordered by Design Build Entity; or

(iv) An error or omission in the Contract Documents caused by the Design Build Entity or the Design Build Entity's Design Consultants.

(f) Condition Number Six: The delay is caused by:

(i) Fire; or

(ii) Strikes, boycotts, or like obstructive actions by employees or labor organizations; or

(iii) Acts of God, including earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, floods, unusually severe weather, epidemic, or other severe natural disaster; or

(iv) A man made (not naturally occurring) unforeseen site condition such as buried utility lines, pipes, and the like; or

(v) An error or omission in the Contract Documents caused by Sportsplex USA; or

(vi) Sportsplex USA's decision to change the Scope of Work, where such decision is not the result of any default or misconduct of the Design Build Entity; or

(vii) Sportsplex USA's decision to suspend the work on the Project, where such decision is not the result of any default or misconduct of the Design Build Entity; or

(viii) The failure of Sportsplex USA or Sportsplex USA's representative to timely perform any Contract obligation unless such failure is due to the Design Build Entity's default or misconduct.

8.4.2 If and only if a delay meets all six conditions prescribed in Subparagraph 8.4.1, then the Contract Time will be extended by the number of days completion of the entire Project is delayed beyond the Contract Time for completion of the Project.

8.4.3 If for any reason one or more of the six conditions prescribed in Subparagraph 8.4.1 is held legally unenforceable, then all remaining conditions must be met as a condition to obtaining an extension of the Contract Time under Subparagraph 8.4.2.

## **8.5 COMPENSATION FOR EXTRA WORK DUE TO EXCUSABLE DELAY**

8.5.1 To the maximum extent allowed by law, any adjustment of the Contract Price as the result of Excusable Delays shall be limited to the amounts specified in Article 7.

8.5.2 By signing the Contract, the parties agree that Sportsplex USA has the right to do any or all of the following, which are reasonable and within the contemplation of the parties:

(a) To order changes in the Scope of Work, regardless of the extent and number of changes, including without limitation:

(i) Changes to correct errors or omissions caused by Sportsplex USA, if any, in the Contract Documents.

(ii) Changes resulting from Sportsplex USA's decision to change the Scope of the Work subsequent to execution of the Contract.

(iii) Changes due to unforeseen conditions.

(b) To suspend work on the Project or any part thereof.

(c) To delay work on the Project, including without limitation, delays resulting from the failure of Sportsplex USA or Sportsplex USA's Representative to timely perform any Contract obligation and delays for Sportsplex USA's convenience.



## **8.6 NO WAIVER**

A waiver of, or failure by, Sportsplex USA or Sportsplex USA's Representative to enforce any requirement in this Article 8, including without limitation the requirements in Paragraph 8.4, in connection with any or all past delays shall not constitute a waiver of, and shall not preclude Sportsplex USA or Sportsplex USA's Representative from enforcing, such requirements in connection with any present or future delays.

The Design Build Entity agrees and understands that no oral approval, either express or implied, of any time extension by Sportsplex USA or its agents shall be binding upon Sportsplex USA unless and until such approval is ratified by execution of a written Change Order.

## **ARTICLE 9: PAYMENTS AND COMPLETION**

### **9.1 COST BREAKDOWN/SCHEDULE OF VALUES**

Within ten (10) days after commencement of each phase of the Scope of Work, the Design Build Entity shall submit to Sportsplex USA's Representative a detailed Cost Breakdown/Schedule of Values ("Cost Breakdown") of the portion of the Contract Price applicable to that phase of the work in a form reasonably approvable to Sportsplex USA. Each such Cost Breakdown shall itemize as separate line items the cost of each work activity for the applicable phase and all associated costs, including but not limited to warranties, as built documents, overhead expenses, and the total allowance for profit. Insurance and bonds shall each be listed as separate line items. The total of all line items shall at all times be consistent with the Contract Price. The Cost Breakdown, when approved by Sportsplex USA's Representative, shall become part of the Contract Documents and shall be the basis for determining the cost of the work performed for the Design Build Entity's Applications for Payment.

### **9.2 PROGRESS PAYMENT**

9.2.1 Sportsplex USA agrees to pay monthly to the Design Build Entity, subject to Subparagraph 9.4.2, an amount equal to 95% of the sum of the following:

- (a) Cost of the Construction Work in permanent place as of the end of the preceding month.
- (b) Cost of materials not yet incorporated in the Construction Work, subject to Subparagraph 9.3.5.
- (c) Less amounts previously paid.
- (d) During the Design Work, Sportsplex USA shall pay the Design Build Entity monthly a uniform amount prorated, based on the Contract Time and Contract Price associated with either Schematic Design or Construction Documents Phase.

9.2.2 At any time after 50% of the work on the Project has been completed, if Sportsplex USA find that satisfactory progress of the work on the Project is being made, Sportsplex USA may, at its sole discretion, make any of the remaining progress payments in full.

### **9.3 APPLICATION FOR PAYMENT**

9.3.1 On or before the 10th day of the month or such other date as is established by the Contract Documents, the Design Build Entity shall submit to Sportsplex USA's Representative an itemized Application For Payment, for the cost of the work in permanent place, as approved by Sportsplex USA's Representative, which has been completed in accordance with the Contract Documents as of the last day of the preceding month, less amounts previously paid. The Application For Payment shall be prepared as follows:

- (a) In a form approved by Sportsplex USA.
- (b) Itemized in accordance with the Cost Breakdown as applicable.
- (c) Include such data substantiating the Design Build Entity's right to payment as Sportsplex USA's Representative may reasonably require, such as invoices, certified payrolls, daily time and material records, and, if securities are deposited in lieu of retention pursuant to Paragraph 9.5, a certification of the market value of all such securities as of a date not earlier than 5 days prior to the date of the Application For Payment as applicable.
- (d) Itemized retention.

9.3.2 Applications For Payment shall not include requests for payment on account of (1) changes which have not been authorized by Change Orders or (2) amounts the Design Build Entity does not intend to pay a Subcontractor because of a dispute or other reason.

9.3.3 If required by Sportsplex USA, an Application For Payment shall be accompanied by (1) a summary showing payments that will be made to Subcontractors covered by such application and (2) unconditional waivers and releases of claims and stop notices, in the form contained in the Exhibits, from each Subcontractor listed in the preceding Application For Payment covering sums disbursed pursuant to that preceding Application For Payment.

9.3.4 The Design Build Entity warrants that, upon submittal of an Application For Payment, all work on the Project, for which Certificates For Payment have been previously issued and payment has been received from Sportsplex USA, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of the Design Build Entity, Subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to work on the Project.

9.3.5 At the sole discretion of Sportsplex USA, Sportsplex USA's Representative may approve for inclusion in the Application For Payment the cost of materials not yet incorporated in the Construction Work but already delivered and suitably stored either at the Project site or at some other appropriate location acceptable to Sportsplex USA's Representative. In such case, the Design Build Entity shall furnish evidence satisfactory to Sportsplex USA's Representative (1) of the cost of such materials and (2) that such materials are under the exclusive control of the Design Build Entity. Only materials to be incorporated in the work on the Project will be considered for payment. Sportsplex USA may require as a condition of payment for any stored materials that the Design Build Entity execute a Security Agreement and UCC-1. Any payment shall not be construed as acceptance of such materials nor relieve the Design Build Entity from sole responsibility for the care and protection of such materials; nor relieve the Design Build Entity from risk of loss to such materials from any cause whatsoever; nor relieve the Design Build Entity from its obligation to complete the work on the Project in accordance with the Contract; nor act as a waiver of the right of Sportsplex USA to require fulfillment of all terms of the Contract.

#### **9.4 APPROVAL OF CERTIFICATE FOR PAYMENT BY SPORTSPLEX USA**

9.4.1 If the Design Build Entity has made Application for Payment in accordance with Paragraph 9.3, Sportsplex USA's Representative shall, not later than 30 days after the Date of receipt of an undisputed Application For Payment, review and approve the Application For Payment for such amount as Sportsplex USA's Representative determines to be properly due.

9.4.2 Sportsplex USA may decide to withhold payment in whole, or in part, to the extent reasonably necessary to protect Sportsplex USA if, in Sportsplex USA's opinion, the representations to Sportsplex USA required of the Design Build Entity pursuant to the Contract Documents cannot be made. Failure by Sportsplex USA to deduct any sums from a progress payment shall not constitute a waiver of Sportsplex USA's right to such sums. Sportsplex USA may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by Sportsplex USA, incurred by Sportsplex USA for which the Design Build Entity is liable under the contract. For instance, Sportsplex USA may withhold payment, in whole or in part, to such extent as may be necessary to protect Sportsplex USA from loss because of:

- (a) Failure to provide requested supporting documents;
- (b) Defective work not timely remedied;
- (c) Stop Notices. If any Stop Notice or other lien is filed on the Project for labor, materials, supplies, equipment or any other thing of value claimed to have been furnished to or incorporated into the work on the Project, or for other alleged contribution thereto, Sportsplex USA shall retain from payments otherwise due the Design Build Entity, in addition to other amounts properly withheld under this paragraph or under

other provisions of the Contract, an amount equal to 125 percent (125%) of the amount claimed under such Stop Notice; provided, however, that Sportsplex USA may release such funds upon receipt of evidence satisfactory to Sportsplex USA to the effect that the Design Build Entity has resolved such claim, by settlement, Stop Notice Bond or otherwise. All other provisions of state law with respect to stop notices shall also apply;

(d) Liquidated damages assessed against the Design Build Entity;

(e) Reasonable doubt that the work on the Project can be completed for the unpaid balance of any Contract Price or within the Contract Time;

(f) Damage to Sportsplex USA, another the Design Build Entity, or subcontractor, including any sums expended by or on behalf of Sportsplex USA in performing any of the Design Build Entity's obligations under the Contract which the Design Build Entity has failed to perform or has performed inadequately;

(g) Unsatisfactory prosecution of the work by the Design Build Entity;

(h) Failure to store and properly secure materials;

(i) Failure of the Design Build Entity to submit on a timely basis, proper and sufficient documentation required by the Contract, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

(j) Failure of the Design Build Entity to maintain record drawings;

(k) Erroneous estimates by the Design Build Entity of the value of the work on the Project performed, or other false statements in an Application for Payment;

(l) Unauthorized deviations from the Contract Documents;

(m) Failure of the Design Build Entity to prosecute the work on the Project in a timely manner in compliance with established progress schedules and completion dates; or

(n) Forfeiture of funds pursuant to California Labor Code Section 1727. Sportsplex USA shall retain and transfer those funds pursuant to California Labor Code Section 1730.

9.4.3 Subject to the withholding provisions of Subparagraph 9.4.2, Sportsplex USA will pay the Design Build Entity the amount set forth in the Application For Payment no later than 15 days after the approval of the Application For Payment by Sportsplex USA's Representative as described in paragraph 9.4.1 above.

9.4.4 Neither Sportsplex USA nor Sportsplex USA's Representative will have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.4.5 Neither an approved Application For Payment nor a progress payment made by Sportsplex USA will constitute acceptance of Defective Work.

## **9.5 DEPOSIT OF SECURITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION INTO ESCROW**

9.5.1 At the request and expense of the Design Build Entity, a substitution of securities may be made for any monies retained by Sportsplex USA under Paragraph 9.2 to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents for each Certificate For Payment shall be deposited by the Design Build Entity with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the escrow Contract referred to in Subparagraph 9.5.3 until final payment is due in accordance with Paragraph 9.8. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. The Design Build Entity shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

9.5.2 Alternatively to Subparagraph 9.5.1, and at the request and expense of the Design Build Entity, Sportsplex USA will deposit retention directly with Escrow Agent. The Design Build Entity may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits or securities shall be held by Escrow Agent upon the same terms provided for securities deposited by the Design Build Entity.

9.5.3 A prerequisite to the substitution of securities in lieu of retention or the Deposit of retention into escrow shall be the execution by the Design Build Entity, Sportsplex USA, and Escrow Agent of an Escrow Contract for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits. The terms of such escrow Contract are incorporated into the requirements of this Paragraph 9.5.

## **9.6 [RESERVED.]**

## **9.7 [RESERVED.]**

## **9.8 FINAL COMPLETION AND FINAL PAYMENT**

9.8.1 Upon receipt of notice from the Design Build Entity that the work on the Project is ready for final inspection, Sportsplex USA's Representative will make such inspection. Final Completion shall be when Sportsplex USA's Representative determines that the work on the Project is fully completed and in accordance with the Contract Documents. Sportsplex USA will file a Notice of Completion within 5 days after Acceptance by Sportsplex USA Council. After receipt of the final Application For Payment,

if Sportsplex USA's Representative determines that Final Completion has occurred, Sportsplex USA's Representative will issue the final Certificate For Payment.

9.8.2 Neither final payment nor any retention shall become due until the Design Build Entity submits the following items to Sportsplex USA's Representative:

(a) The final Application For Payment and all submittals required in accordance with Paragraph 9.3.

(b) All guarantees and warranties procured by the Design Build Entity from Subcontractors, all operating manuals for equipment installed in the Project, As built documents, and all other submittals required by the Contract Documents.

(c) The final payment shall be made, subject to the satisfaction of all other legal conditions to final payment, 35 days after the filing of the Notice of Completion.

9.8.3 Acceptance of final payment by the Design Build Entity shall constitute a waiver of all claims, except those previously made in writing and identified by the Design Build Entity as unsettled at the time of the final Application For Payment, and Design Build Entity shall submit a waiver of all such claims, in a form reasonably acceptable to Sportsplex USA, at the time of final payment.

## **ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Design Build Entity shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.1 The Design Build Entity shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to the following:

(a) Employees involved in the Construction Work and other persons who may be affected thereby.

(b) The Construction Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of the Design Build Entity or Subcontractors.

(c) Other property at the Project site and adjoining property.

10.2.2 The Design Build Entity shall erect and maintain, as required by existing conditions and performance of the work on the Project, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting

danger signs and other warnings against hazards, promulgating safety regulations, and notifying the City and Sportsplex USA and users of adjacent sites and utilities.

10.2.3 When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Construction Work, the Design Build Entity shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.4 The Design Build Entity shall designate a responsible member of the Design Build Entity's organization at the Project site whose duty shall be the prevention of accidents. That person shall be the Superintendent, unless otherwise designated by the Design Build Entity in writing to Sportsplex USA and Sportsplex USA's Representative.

10.2.5 The Design Build Entity shall not load or permit any part of the Construction Work or the Project site to be loaded so as to endanger the safety of persons or property.

### **10.3 EMERGENCIES**

In an emergency affecting the safety of persons or property, the Design Build Entity shall act to prevent or minimize damage, injury, or loss. The Design Build Entity shall promptly notify Sportsplex USA's Representative, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and the Design Build Entity's action.

## **ARTICLE 11: INSURANCE**

### **11.1 THE DESIGN BUILD ENTITY'S INSURANCE**

11.1.1 Sportsplex USA's. The Design Build Entity shall obtain, and at all times during the performance of this Contract, maintain the following insurance. Evidence of coverage shall be provided prior to the start of work:

(a) Minimum Scope of Insurance.

(i) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Commercial General Liability Insurance must include coverage for the following:

- i) Bodily Injury and Property Damage
- ii) Personal Injury/Advertising Injury
- iii) Premises/Operations Liability
- iv) Products/Completed Operations Liability
- v) Aggregate Limits that Apply per Project
- vi) Explosion, Collapse and Underground (UCX) exclusion deleted
- vii) Contractual Liability with respect to this Agreement
- viii) Broad Form Property Damage

ix) Independent Consultants Coverage

(ii) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Policy shall be maintained during the performance of the work under this agreements and for twelve (12) months following completion for all work

(iii) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Such insurance shall include and insurer's Waiver of Subrogation in favor of Sportsplex USA and will be in a form and with insurance companies acceptable to Sportsplex USA. Policy shall be maintained during the performance of the work under this agreements and for twelve (12) months following completion for all work.

(iv) Professional Liability: Professional Liability Insurance insuring the that Design Build Entity and all other persons for whose acts the Design Build Entity may be liable, against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of their professional architectural or engineering responsibilities described in this Contract. Professional Liability Insurance shall remain in full force and effect, and shall be so certified to Sportsplex USA by the insurer, for a period of three (3) years after the termination of this Contract and the completion of all of the Design Build Entity's services hereunder.

(b) Minimum Limits of Insurance.

(i) General Liability: General Liability will be provided in the following \$2,000,000 per occurrence / \$4,000,000 aggregate for bodily injury, personal injury and property damage, as well as an excess Umbrella Liability policy in the amount of \$2,000,000 covering the above named perils. In either case, if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

(iv) Professional Liability Insurance: \$2,000,000 per claim and in the aggregate.

(v) All Coverages: Each insurance policy required by this RFP shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Sportsplex USA.



(c) Verification of Coverage. The Design Build Entity shall provide to Sportsplex USA certificates of insurance and endorsements effecting coverage required by this Contract. All insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to Sportsplex USA. All insurance required by this Section shall also contain standard separation of insureds provisions and shall not contain any special limitations on the scope of protection afforded to Sportsplex USA, its directors, officials, officers, employees, agents and volunteers. All policies shall contain a provision stating that such policies are primary insurance and that the insurance of Sportsplex USA or any named insured shall not be called upon to contribute to any loss. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on industry standard forms (such as an ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, and a certificate of insurance (Acord form 25-S or equivalent) with additional insured endorsements attached, naming Sportsplex USA, its elected officials, officers, employees, and agents as additional insureds, and in a form acceptable to Sportsplex USA. All certificates and endorsements must be received and approved by Sportsplex USA within five (5) calendar days of the date of the Letter of Award. Sportsplex USA reserves the right to require complete, certified copies of all required insurance policies, at any time.

(d) Subcontractor Insurance Requirements. The Design Build Entity shall require each all Subcontractors and Subconsultant to meet the requirements of this insurance section before commencing work except that the Design Build Entity shall determine the appropriate dollar amount of coverage required based on the scope of the work to be performed by the Subcontractor. In addition, the Design Build Entity shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(e) Builder's Risk "All-Risk" Insurance. The Design Build Entity, during the progress of the Project and until Final Acceptance of the Project by Sportsplex USA upon completion of the Project, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the Project, and including work completed and work in progress to the full insurable value thereof. The Design Build Entity's Builders Risk "All-Risk" Insurance shall include coverage and insurance against the perils of earthquakes. Such insurance shall include Sportsplex USA as an additional named insured, and any other person with an insurable interest designated by Sportsplex USA as an additional named insured. The risk of damage to the Project due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Project, is that of the Design Build Entity and the surety, and no claims for such loss or damage shall be recognized by Sportsplex USA, nor will such loss or damage excuse the complete and satisfactory performance of the Project by the Design Build Entity.

(f) Other Insurance. The Design Build Entity shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

## **ARTICLE 12: UNCOVERING AND CORRECTION OF CONSTRUCTION WORK**

### **12.1 UNCOVERING OF WORK ON THE PROJECT**

12.1.1 If a portion of the Construction Work is covered contrary to Sportsplex USA's Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by Sportsplex USA's Representative, be uncovered for Sportsplex USA's Representative's observation and be replaced at the Design Build Entity's expense without adjustment of the Contract Time or the Contract Price.

12.1.2 If a portion of the Construction Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which Sportsplex USA's Representative has not specifically requested to observe prior to its being covered, Sportsplex USA's Representative may request to see such Construction Work and it shall be uncovered and replaced by the Design Build Entity. If such Construction Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Construction Work shall be added to the Contract Price by Change Order; and if the uncovering and replacing of the Construction Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Construction Work is not in accordance with the Contract Documents, the Design Build Entity shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the Contract Price.

### **12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD**

The term "Guarantee To Repair Period" means a period of one (1) year as described in Article 3.18 above, unless a longer period of time is specified elsewhere in the Contract Documents, commencing as follows:

1. For any Construction Work not described as incomplete in the Certificate of Substantial Completion, on the Date of Substantial Completion.
2. For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion pursuant to Paragraph 9.6, from the first date of such Beneficial Occupancy or actual use, as established in a Certificate of Beneficial Occupancy.
3. For all Construction Work other than (1) or (2) above, from the Date of Final Completion.

Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations of the Design Build Entity under the Contract Documents. Establishment of the Guarantee To Repair Period relates only to the specific

obligation of the Design Build Entity to correct the work on the Project and in no way limits either the Design Build Entity's liability for Defective Work or the time within which proceedings may be commenced to enforce the Design Build Entity's obligations under the Contract Documents.

## **ARTICLE 13: TERMINATION OR SUSPENSION OF THE CONTRACT**

### **13.1 TERMINATION BY SPORTSPLEX USA FOR CAUSE**

13.1.1 Sportsplex USA will have the right to terminate the Contract for cause at any time after the occurrence of any of the following events:

(a) The Design Build Entity becomes insolvent or files for relief under the bankruptcy laws of the United States.

(b) The Design Build Entity makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

(c) A receiver is appointed to take charge of the Design Build Entity's property.

(d) The commencement or completion of any work activity is 14 days or more behind the Date set forth in the Contract Schedule for such work activity, and which results in an Unexcusable Delay.

(e) The Design Build Entity abandons work on the Project.

13.1.2 Upon the occurrence of any of the following events, Sportsplex USA will have the right to terminate the Contract for cause if the Design Build Entity fails to promptly commence to cure such default and diligently prosecute such cure within five (5) days after notice from Sportsplex USA, or within such longer period of time as is reasonably necessary to complete such cure:

(a) The Design Build Entity persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the work on the Project in accordance with the Contract Documents.

(b) The Design Build Entity fails to make prompt payment of amounts properly due Subcontractors after receiving payment from Sportsplex USA.

(c) The Design Build Entity disregards Applicable Code Requirements.

(d) The Design Build Entity persistently or materially fails to execute the work on the Project in accordance with the Contract Documents.

(e) The Design Build Entity is in default of any other material obligation under the Contract Documents.

(f) The Design Build Entity persistently or materially fails to comply with applicable safety requirements.

13.1.3 Upon any of the occurrences referred to in Subparagraphs 13.2.1 and 13.2.2, Sportsplex USA may, at its election and by notice to the Design Build Entity, terminate the Contract and/or the Design Build Entity's right to perform work on the Project, and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by the Design Build Entity; accept the assignment of any or all of the subcontracts; and then complete the Project by any method Sportsplex USA may deem expedient. If requested by Sportsplex USA, the Design Build Entity shall remove any part or all of the Design Build Entity's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if the Design Build Entity fails to do so, Sportsplex USA may remove or store, and after ninety (90) days sell, any of the same at the Design Build Entity's expense.

13.1.4 If the Contract is terminated by Sportsplex USA as provided in this Paragraph 13.2, the Design Build Entity shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of all work on the Project by Sportsplex USA.

13.1.5 If the unpaid balance of the Contract Price exceeds the cost of completing the Project, including all additional costs and expenses made necessary thereby, including costs for Sportsplex USA staff time, plus all Losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to the Design Build Entity. If such costs, expenses, Losses, and liquidated damages exceed the unpaid balance of the Contract Price, the Design Build Entity shall pay such excess to Sportsplex USA.

13.1.6 No termination or action taken by Sportsplex USA after termination shall prejudice any other rights or remedies of Sportsplex USA provided by law or by the Contract Documents upon such termination; and Sportsplex USA may proceed against the Design Build Entity to recover all Losses suffered by Sportsplex USA.

## **13.2 SUSPENSION BY SPORTSPLEX USA FOR CONVENIENCE**

13.2.1 Sportsplex USA may, at any time and from time to time, without cause, order the Design Build Entity, in writing, to suspend, delay, or interrupt the work on the Project in whole or in part for such period of time, up to ninety (90) days, as Sportsplex USA may determine, with such period of suspension to be computed from the Date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this Paragraph 13.3. The work on the Project may be stopped for such further period as the parties may agree. Upon receipt of a Suspension Order, the Design Build Entity shall, at Sportsplex USA's expense, comply with its terms and take

all reasonable steps to minimize costs allocable to the work covered by the Suspension Order during the period of work stoppage. Within ninety (90) days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by the Design Build Entity and Sportsplex USA, Sportsplex USA shall either cancel the Suspension Order or delete the work covered by such Suspension Order by issuing a Change Order.

13.2.2 If a Suspension Order is canceled or expires, the Design Build Entity shall continue with the work on the Project. A Change Order will be issued to cover any adjustments of the Contract Price or the Contract Time necessarily caused by such suspension. Any Claim by the Design Build Entity for an adjustment of the Contract Price or the Contract Time shall be made within twenty-one (21) days after the end of the work suspension. The Design Build Entity agrees that submission of its claim within said twenty-one (21) days is an express condition precedent to its right to Arbitrate or Litigate such a claim.

13.2.3 The provisions of this Paragraph 13.3 shall not apply if a Suspension Order is not issued by Sportsplex USA. A Suspension Order shall not be required to stop the work on the Project as permitted or required under any other provision of the Contract Documents.

### **13.3 TERMINATION BY SPORTSPLEX USA FOR CONVENIENCE**

13.3.1 Sportsplex USA may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to the Design Build Entity. Upon such termination, the Design Build Entity agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Design Build Entity, Sportsplex USA shall pay the Design Build Entity in accordance with Subparagraph 13.4.4.

13.3.2 Upon receipt of notice of termination under this Paragraph 13.4, the Design Build Entity shall, unless the notice directs otherwise, do the following:

(a) Immediately discontinue the work on the Project to the extent specified in the notice.

(b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the work on the Project as is not discontinued.

(c) Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the Discontinued portion of the work on the Project.

(d) Thereafter do only such work as may be necessary to preserve and protect work on the Project already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

13.3.3 Upon such termination, the obligations of the Contract shall continue as to portions of the work on the Project already performed and, subject to the Design Build Entity's obligations under Subparagraph 13.4.2, as to bona fide obligations assumed by the Design Build Entity prior to the Date of termination.

13.3.4 Upon such termination, Sportsplex USA shall pay to the Design Build Entity the sum of the following:

(a) The amount of the Contract Price allocable to the portion of the work on the Project properly performed by the Design Build Entity as of the Date of termination, less sums previously paid to the Design Build Entity.

(b) Plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the work on the Project.

(c) Plus any proven Losses with respect to materials and equipment directly resulting from such termination.

(d) Plus reasonable demobilization costs.

(e) Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and Losses in connection with such termination.

13.3.5 The above payment shall be the sole and exclusive remedy to which the Design Build Entity is entitled in the event of termination of the Contract by Sportsplex USA pursuant to Paragraph 13.4; and the Design Build Entity will be entitled to no other compensation or damages and expressly waives same.

13.3.6 The Design Build Entity shall provide Sportsplex USA a written payment application for the termination costs within sixty (60) days of the effective date of termination. The application shall itemize the costs as set forth in paragraph 13.4.4, above, and shall be supported by such documentation as Sportsplex USA may reasonably request.

## **ARTICLE 14: STATUTORY REQUIREMENTS**

### **14.1 NONDISCRIMINATION/EQUAL OPPORTUNITY EMPLOYMENT**

Design Build Entity represents that it is an equal opportunity employer and the Design Build Entity and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or any other classification protected by federal or state law. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Design Build Entity and its Subcontractors shall also comply with all relevant provisions of Sportsplex USA's minority business enterprise program, affirmative action program, or other related programs or guidelines currently in effect or hereinafter enacted.

## **14.2 HOURS OF WORK**

14.2.1 The Design Build Entity and Subcontractors shall furnish sufficient forces to ensure the prosecution of the work on the Project in accordance with the Construction Schedule and in such a manner to allow for the full and adequate completion of the Project within the Contract Time.

14.2.2 work on the Project shall be performed during regular working hours, except that in the event of an emergency or when required to complete the work on the Project in accordance with job progress, work may be performed outside of regular working hours with advance written notice to Sportsplex USA. Regular working hours shall be 7:00 a.m. to 3:30 p.m. and shall not be changed except with consent of Sportsplex USA.

14.2.3 As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Design Build Entity or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Design Build Entity in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

(a) The Design Build Entity shall pay to Sportsplex USA a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Design Build Entity, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Design Build Entity is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

(b) If the work done after hours is required by the Contract to be done outside the Design Build Entity's or the Inspector's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by Sportsplex USA.

(c) If Sportsplex USA allows the Design Build Entity to do work outside regular working hours for the Design Build Entity's own convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Design Build Entity by Sportsplex USA and deducted from the next Progress Payment.

(d) If the Design Build Entity elects to perform work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Design Build Entity by Sportsplex USA and deducted from the next Progress Payment.

(e) No work on the Project or other activities by or on behalf of the Design Build Entity which presents a hazard or unreasonable disruption to the public safety or health shall be allowed. The determination as to whether work on the Project or some other activity presents a hazard or constitutes such a danger to public health or safety shall be made by and pursuant to the sole discretion of Sportsplex USA. All work on the Project or other activities which could present such a hazard shall be performed at a time when the hazard can be avoided as designated by Sportsplex USA. Neither the Design Build Entity nor its subcontractors or anyone working on behalf of the Design Build Entity or subcontractors shall be entitled to additional compensation or Contract Time for having to arrange their work schedule so as not to violate the provisions of this Section. The Design Build Entity, subcontractors and persons working on behalf of the Design Build Entity and subcontractors shall be expected to arrange such work and other activities in advance so as to avoid creating monetary or time impacts.

### **14.3 WAGE RATES, TRAVEL, AND SUBSISTENCE**

14.3.1 The Design Build Entity is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, the Design Build Entity agrees to fully comply with such Prevailing Wage Laws. The Design Build Entity shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Design Build Entity may view a copy of the prevailing rates of per diem wages at Sportsplex USA's offices. The Design Build Entity shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Design Build Entity's principal place of business and at the Project site. The Design Build Entity shall defend, indemnify and hold Sportsplex USA, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

14.3.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.



14.3.3 The Design Build Entity shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Design Build Entity or any Subcontractor and such workers.

14.3.4 The Design Build Entity shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

14.3.5 If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

14.3.6 Pursuant to Labor Code § 1775, the Design Build Entity shall as a penalty to Sportsplex USA, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Design Build Entity or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of the Design Build Entity's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of the Design Build Entity in meeting his or her prevailing rate of per diem wage obligations, or the Design Build Entity's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if the Design Build Entity had knowledge of it or the obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Design Build Entity.

14.3.7 Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

14.3.8 Pursuant to Labor Code § 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code § 1773.8.

14.3.9 The Design Build Entity shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

14.3.10 The Design Build Entity shall include provisions in this Article in all Subcontracts and require Subcontractors to comply with these provisions at no additional cost to Sportsplex USA.

14.3.11 The Design Build Entity, or any subcontractor working under the Design Build Entity may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Design Build Entity and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Design Build Entity on the project shall be returned to Sportsplex USA. The Design Build Entity shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

14.3.12 The Design Build Entity shall maintain accurate payroll records during the course of the work and preserve them for a period of three years thereafter for all laborers and mechanics working on the project. Contractors and subcontractors must also ensure that all laborers and mechanics on the project are paid on a weekly basis and must submit weekly certified payroll records to the contracting and administering agency.

(a) The Design Build Entity and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. The Design Build Entity shall certify under penalty of perjury that records maintained and submitted by the Design Build Entity are true and accurate. The Design Build Entity shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

(b) In accordance with Labor Code section 1771.4, the Design Build Entity and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. The Design Build Entity shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

(c) Any stop orders issued by the DIR against the Design Build Entity or any subcontractor that affect the Design Build Entity's performance of Work, including any delay, shall be the Design Build Entity's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Design Build Entity

caused delay subject to any applicable liquidated damages and shall not be compensable by Sportsplex USA. The Design Build Entity shall defend, indemnify and hold Sportsplex USA, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Design Build Entity or any subcontractor.

(d) The payroll records described herein shall be certified and submitted by the Contractor at a time designated by Sportsplex USA. The Design Build Entity shall also provide the following:

(i) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(ii) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

(e) Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE

(f) The records shall be made available for inspection and furnished upon request to the employee or his or her representative, DIR, or the public, upon request.

(g) In the event of noncompliance with the requirements of this section, the Design Build Entity shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Design Build Entity shall, as a penalty to Sportsplex USA, forfeit One Hundred Dollars (\$100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

#### **14.4 PUBLIC WORKS CONTRACTOR REGISTRATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, the Design Build Entity and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, the Design Build Entity represents that it is aware of the registration requirement and is currently registered with the DIR. The Design Build Entity shall maintain a current registration for the duration of the Project. The Design Build Entity shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

## **14.5 APPRENTICES**

The Design Build Entity's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Design Build Entity or any subcontractor. The Design Build Entity shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

## **14.6 THIRD-PARTY CLAIMS (PUB. CONTRACT CODE § 9201.)**

Sportsplex USA will provide the Design Build Entity with timely notice of any third party claim relating to the Contract for the Project. Sportsplex USA also retain full authority to compromise or otherwise settle any claim related to the Contract for the Project.

## **14.7 ANTI-TRUST CLAIM ASSIGNMENT (PUB. CONTRACT CODE §7103.5).)**

Sportsplex USA must provide the Design Build Entity with timely notification of the receipt of any third-party claim, relating to the Contract and Sportsplex USA is entitled to recover its reasonable costs incurred in providing such notification.

At final payment, contractor or subcontractor must agree to assign awarding party all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15 ) or under the Cartwright Act (Chapter 2 commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

## **14.8 STORMWATER POLLUTION PREVENTION PLAN**

14.8.1 The Design Build Entity shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development. The Design Build Entity shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Design Build Entity shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating work on the Project. In bidding on this Contract, it shall be the Design Build Entity's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Design Build Entity shall comply with all requirements of the State Water Resources Control Board. The Design Build Entity shall include all costs of compliance with specified requirements in the Contract Price.

14.8.2 The Design Build Entity shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. The Design Build Entity shall provide copies of all reports and monitoring information to the Agency's Representative. Before any NOI, SWPPP, or other Permit related document may be submitted to the State Board or implemented on the Project site, it must first be reviewed and approved by the Agency.

14.8.3 The Agency retains the right to procure and maintain coverage under the Permit for the Project site if the Design Build Entity fails to draft a satisfactory NOI or SWPPP or proceed in a manner that is satisfactory to the Agency. Any costs incurred by the Agency in procuring and maintaining coverage under the Permit, or drafting an NOI or SWPPP in the event that Design Build Entity is unwilling or unable to maintain compliance or draft a satisfactory permit related documents, shall be paid by the Design Build Entity.

14.8.4 Design Build Entity shall be responsible for maintaining compliance with all aspects of the Permit during the course of the Project. Design Build Entity shall provide copies of all reports and monitoring information to the Agency Representative. If the Design Build Entity has failed or is unable to maintain compliance with the Permit, the Agency reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Design Build Entity has adequately maintained compliance with the Permit shall be the Agency's sole determination. In the event that Design Build Entity has failed or is unable to maintain compliance with the Permit, any costs incurred by the Agency in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

14.8.5 In entering into this Contract, it shall be Design Build Entity's responsibility to evaluate and include in the contract amount the cost of procuring coverage under the Permit, preparing a SWPPP that is acceptable to the Agency, and complying with the SWPPP and any revisions to the SWPPP that become necessary during the course of construction.

14.8.6 In addition to compliance with the Permit, Design Build Entity shall comply with the lawful requirements of any applicable municipality, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

14.8.7 Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. The Design Build Entity, by executing this Contract, hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

14.8.8 Failure to comply with the Permit is in violation of federal and state law. The Design Build Entity hereby agrees to indemnify and hold harmless the Agency,

its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which Agency, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence, willful misconduct or active negligence of the Agency, its Board members, officers, agents, employees or authorized volunteers. The Agency may seek damages from the Design Build Entity for delay in completing the Contract in accordance with the Contract Documents, caused by the Design Build Entity's failure to comply with Permit.

#### **14.9 CONTRACTORS STATE LICENSE BOARD NOTICE**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

### **ARTICLE 15: MISCELLANEOUS PROVISIONS**

#### **15.1 GOVERNING LAW**

This Contract shall be governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

#### **15.2 SUCCESSORS AND ASSIGNS**

Sportsplex USA and the Design Build Entity respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, Contracts, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract.

#### **15.3 RIGHTS AND REMEDIES**

15.3.1 All Sportsplex USA's rights and remedies under the Contract Documents will be cumulative and in addition to, and not in limitation of, all other rights and remedies of Sportsplex USA under the Contract Documents or otherwise available at law or in equity.

15.3.2 No action or failure to act by Sportsplex USA or Sportsplex USA's Representative will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by Sportsplex USA or Sportsplex USA's Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

15.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against Sportsplex USA, Sportsplex USA's Representative, or the Design Build Entity.

#### **15.4 SURVIVAL**

The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, payment obligations, and Sportsplex USA's right to audit the Design Build Entity's books and records, shall remain in full force and effect after Final Completion or any termination of the Contract.

#### **15.5 COMPLETE CONTRACT**

The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided herein.

#### **15.6 SEVERABILITY OF PROVISIONS**

If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

#### **15.7 SPORTSPLEX USA'S RIGHT TO AUDIT**

Sportsplex USA and entities and agencies designated by Sportsplex USA will have access to and the right to audit and the right to copy at Sportsplex USA's cost all of the Design Build Entity's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the the Design Build Entity shall preserve all such records and other items for a period of at least four (4) years after Final Completion.

#### **15.8 NOTICES**

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Contract unless another address is designated in writing. Notice shall be effective upon receipt or three (3) Days after being sent by first

class mail, whichever is earlier. Notice given by facsimile or electronic mail shall not be effective unless acknowledged in writing by the receiving party.

#### **15.9 TIME OF THE ESSENCE**

Time limits stated in the Contract Documents are of the essence of the Contract.

#### **15.10 STATUTORY LIMITATION**

Commencement of statutory limitation periods and statute of repose shall be as provided by California law.

#### **15.11 CORRECTION OF ERRORS AND OMISSIONS**

The Design Build Entity agrees to correct any error or omission in the Construction Documents at no additional cost to Sportsplex USA.

#### **15.12 INTERPRETATION**

This Contract shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Contract.

#### **15.13 DRUG-FREE WORKPLACE**

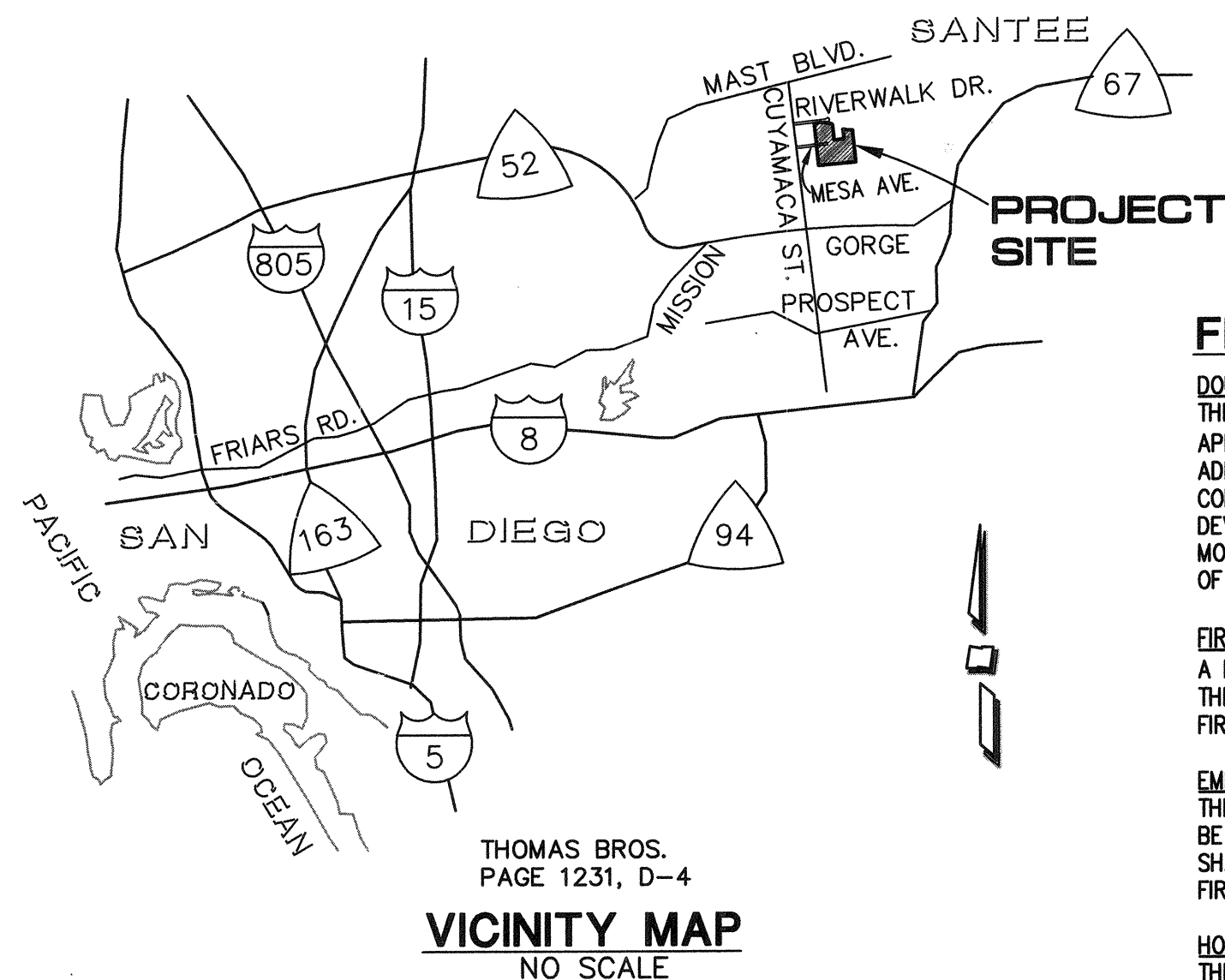
It is the policy of the City of Santee and Sportsplex USA to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines. The workplace is presumed to include all City of Santee facilities and premises where City of Santee and Sportsplex USA employees may visit in the execution of their job duties such as homes, schools, hospitals, etc. All City of Santee and Sportsplex USA employees are required to comply with this policy as an essential condition of employment. Individuals who are not considered City of Santee employees, but who perform work at City and Sportsplex USA worksites for Sportsplex USA's benefit are required to comply with this policy. Such individuals who unlawfully manufacture, distribute, dispense, possess or use controlled substances in Sportsplex USA workplace may be barred from further work for and in Sportsplex USA's facilities as well as from future consideration.



# CITY OF SANTEE

## IMPROVEMENT PLANS FOR

### TOWN CENTER COMMUNITY PARK PHASE II, CIP 2006-33



#### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THESE PLANS IS THE CALIFORNIA COORDINATE SYSTEM 1983, ZONE 6, AS DETERMINED LOCALLY BY THE LINE BETWEEN CITY OF SANTEE CONTROL MONUMENT #1014 AND #2106 AS SHOWN ON ROS 11252. I.e. N 54°43'10" W

SAID BEARING AND THE BEARINGS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM 83, ZONE 6. QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

#### BASIS OF COORDINATES

CONTROL MONUMENT	NORTHING	EASTING
#1014	1,891,699.456	6,336,532.846
#2106	1,889,585.918	6,339,520.055

#### BENCH MARK

STANDARD STREET SURVEY MONUMENT STAMPED "S D CO ENGR DEPT SURV MON 1975", PER RS 1668-1, CENTERLINE P.I. STATION 39+54.01 CUYAMACA STREET. ELEV. = 338.00'

#### SURVEY MONUMENTS

CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION, AND/OR BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT FOR ANY REPLACED MONUMENTATION.

#### GRADING NOTES:

THE GRADES SHOWN ON THESE PLANS REPRESENT FINISHED GRADES.

#### APN:

381-050-51,52; 381-051-06,07

#### LEGAL DESCRIPTION

OF A PORTION OF LOTS 1, 2 AND 3 OF BLOCK 2, TOGETHER WITH A PORTION OF LOTS 1, 2 AND 3 OF BLOCK 3, ALL OF THE SUBDIVISION OF LOTS "H" AND "O" OF THE RANCHO EL CAJON, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 2, 1896.

#### EMERGENCY PHONE CONTACTS

UNDERGROUND SERVICE ALERT	1-800-422-4133
POLICE	(858) 565-5200
WATER AND SEWER (PDMWD)	(619) 258-4635
GAS & ELECTRIC (SDG&E)	1-800-422-4133
CABLE TV (COX CABLE TV)	1-800-222-4672
TELEPHONE (PACIFIC BELL)	1-800-489-3441
CITY OF SANTEE	(619) 258-4100

#### SEWER & WATER AGENCY

##### PADRE DAM MUNICIPAL WATER DISTRICT

APPROVED BY: *[Signature]* 3/1/09  
Director of Engineering and Planning  
47094  
R.C.E. No.  
TOWN CENTER COMMUNITY PARK PHASE II  
Project File Name  
205003  
Job No.  
WSA  
Date  
12/31/09

VALID FOR ONE YEAR FROM DATE OF SIGNATURE.  
SIGNATURE OF THESE PLANS IS NOT A COMMITMENT TO SERVE.

#### FIRE REQUIREMENTS:

**DOUBLE DETECTOR CHECK VALVE ASSEMBLY/FIRE DEPARTMENT CONNECTION (RPDA/EDC)**  
THIS DEVICE THAT SUPPLIES WATER TO THE AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE PLACED IN AN APPROVED LOCATION. THE ENTIRE DEVICE SHALL BE PAINTED RED WITH 2" WHITE-STENCILED NUMBERS INDICATING ADDRESS SERVED. THE ASSEMBLY SHALL BE EQUIPPED WITH A CHAIN AND BREAKAWAY LOCKS FOR SECURITY. THE CONCRETE PAD FOR THE DEVICE SHALL BE CONSTRUCTED PER FIRE DEPARTMENT STANDARDS. LOCATION OF THESE DEVICES SHALL BE APPROVED PRIOR TO INSTALLATION. IF THE BUILDING IS EQUIPPED WITH CENTRAL STATION MONITORING OF THE SPRINKLER SYSTEM, THE CONTROL VALVES ON THE DEVICE SHALL BE MONITORED FOR TAMPER OF THE VALVES.

#### FIRE EXTINGUISHERS

A MINIMUM OF ONE, 2A10BC FIRE EXTINGUISHER SHALL BE LOCATED EVERY 75' OF TRAVEL DISTANCE THROUGHOUT THE RESTAURANT BUILDING AND CONCESSION BUILDING. EXACT EXTINGUISHER LOCATION TO BE DETERMINED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION.

#### EMERGENCY PATHWAY AND EXIT LIGHTING

THE RESTAURANT SHALL BE EQUIPPED WITH APPROVED EMERGENCY PATHWAY LIGHTING. EMERGENCY LIGHTS SHALL BE PLACED AT EACH EXIT SIGN LOCATION, STAIRWAY LANDING, AND OTHER APPROVED LOCATION. EXIT LIGHTS SHALL BE SELF POWERED OR HAVE BATTERY BACK-UP POWER. EMERGENCY LIGHTING SHALL BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION.

#### HOOD & DUCT FIRE PROTECTION SYSTEM

THE COOKING AREA IS REQUIRED TO BE PROTECTED BY A HOOD AND DUCT FIRE PROTECTION SYSTEM. SEPARATE PLANS ARE TO BE SUBMITTED TO THE FIRE DEPARTMENT FOR APPROVAL PRIOR TO INSTALLATION. EXACT LOCATIONS OF MANUAL PULL STATION(S) AND "K" RATED FIRE EXTINGUISHERS ARE TO BE DETERMINED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION.

#### OCCUPANT LOAD SIGN

PROVIDE A PERMANENT ENGRAVED, CAWED OR EMBOSSED SIGN INDICATING "OCCUPANT LOAD" (AND THE NUMBER OF PEOPLE ALLOWED IN THE ROOM OR AREA). THE SIGN SHALL BE A MINIMUM OF 8 X 10" WITH 3" BLOCK LETTERS/NUMBERS. EXACT DESIGN, OCCUPANT LOAD NUMBER AND SIGN PLACEMENT SHALL BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION.

#### EMERGENCY ACCESS/FIRE LANES

PROVIDE A MINIMUM 26' WIDE, PAVED "FIRE LANE" ACCESS ROADWAY THROUGHOUT THE PARKING AREAS (AS INDICATED). THE FIRE LANE WIDTH SHALL BE MEASURED CURB TO CURB (OR EDGE OF PAVEMENT TO EDGE OF PAVEMENT) AND SHALL EXTEND VERTICALLY FROM GRADE TO THE HIGHEST POINT OF ANY STRUCTURES OR OBSTACLES CONSTRUCTED ADJACENT TO THE FIRE LANE. NO BUILDING ELEMENTS, BALCONIES, DRAINS, PROJECTIONS, OR ANY OTHER OBJECT SHALL ENCRUCH INTO THIS CLEAR SPACE. THE FIRE LANE(S) SHALL BE IDENTIFIED BY PAINTING CURBS RED WITH WHITE-STENCILED LETTERS INDICATING "NO PARKING - FIRE LANE" EVERY 30 FEET ALONG ALL PORTIONS OF THE FIRE LANE. PLACEMENT OF THE SIGNS SHALL BE EVERY 75 FEET (OR OTHER APPROVED SPACING), PLACED IN BETWEEN THE CURB STENCILING. EXACT PLACEMENT SHALL BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION.

#### ADDRESS NUMBERS

THE RESTAURANT AND OTHER LANDMARKS SHALL BE GIVEN ADDRESSES AS APPROPRIATE. ADDRESS NUMBERS SHALL BE PLACED NEAR THE ROOFLINE OF ALL STRUCTURES VISIBLE FROM THE STREET. NUMBERS SHALL BE BLOCK STYLE, 10" IN HEIGHT, BLACK IN COLOR (OR OTHER APPROVED COLOR), IN CONTRAST WITH THEIR BACKGROUND. ADDRESS NUMBERS SHALL ALSO BE ILLUMINATED FOR NIGHTTIME VISIBILITY. EXACT LOCATION AND COLOR TO BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION.

#### AUTOMATIC FIRE SPRINKLER SYSTEM

THE RESTAURANT BUILDING IS REQUIRED TO BE CONSTRUCTED WITH AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED BY A LICENSED FIRE SPRINKLER CONTRACTOR. SEPARATE PLANS ARE REQUIRED TO BE SUBMITTED TO THE FIRE DEPARTMENT FOR APPROVAL PRIOR TO INSTALLATION. IF THE SPRINKLER SYSTEM HAS 100 HEADS OR MORE, THE AUTOMATIC FIRE SPRINKLER SYSTEM IS REQUIRED TO BE MONITORED BY AN APPROVED CENTRAL STATION MONITORING COMPANY. CONTACT THE FIRE DEPARTMENT FOR SPECIFIC REQUIREMENTS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM. A POTTER, "SASH-120" HORN/STROBE (OR EQUIVALENT) SHALL BE LOCATED BELOW EACH ADDRESS PLACEMENT FOR INDICATION OF FIRE SPRINKLER ACTIVATION.

#### POTTER "SASH-120" EXTERIOR HORN/STROBE FOR WATERFLOW NOTIFICATION

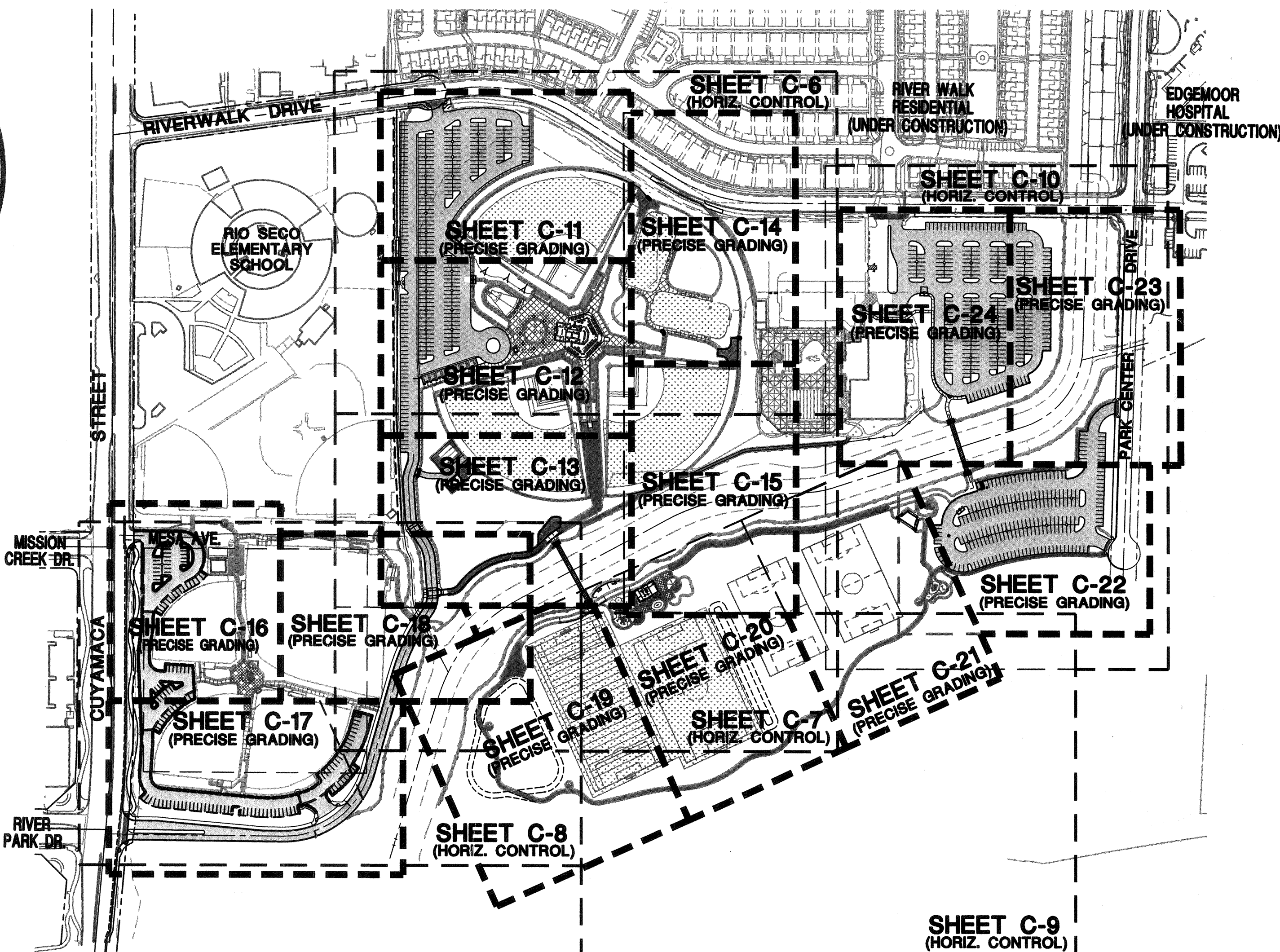
PROVIDE A POTTER "SASH-120", ALL WEATHER, EXTERIOR HORN/STROBE (OR EQUIVALENT) IN LIEU OF EXTERIOR BELL FOR AUDIO/VISUAL NOTIFICATION OF SPRINKLER ACTIVATION. THE HORN/STROBE IS TO BE INSTALLED NEAR THE ADDRESS PLACEMENT FOR THE BUILDING. EXACT INSTALLATION LOCATION OF THE HORN/STROBE IS TO BE DETERMINED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION.

#### FIRE SPRINKLER RISER ROOM/ENCLOSURE

THE FIRE SPRINKLER RISER FOR THE RESTAURANT BUILDING IS REQUIRED TO BE WITHIN AN ENCLOSED FIRE SPRINKLER RISER ROOM/ENCLOSURE ACCESSIBLE FROM THE OUTSIDE OF THE BUILDING OR ADDRESS (AS INDICATED). THIS ROOM SHALL CONTAIN THE FIRE SPRINKLER RISER(S) FOR THE BUILDING/ADDRESS, PRESSURE GAUGES FOR THE SYSTEM, APPLICABLE VALVES, SPRINKLER HEAD BOX, "TEST AND DRAIN" INSPECTORS TEST VALVE AND ANY DIAGRAMS OR DOCUMENTATION FOR THE FIRE PROTECTION SYSTEMS.

#### KNOX BOXES

A KNOX BOX SHALL BE LOCATED AT THE RESTAURANT, CONCESSION BUILDING, AND ANY OTHER STORAGE BUILDINGS FOR EMERGENCY FIRE ACCESS. KNOX BOXES SHALL BE INSTALLED AT THE FRONT ENTRANCE OF EACH BUILDING. KNOX BOX APPLICATIONS MAY BE OBTAINED FROM THE FIRE DEPARTMENT.



#### KEY MAP

SCALE: 1"=200'

#### CIVIL ENGINEER

PSOMAS  
4455 MURPHY CANYON RD., #200  
SAN DIEGO, CA. 92123  
(858) 576-9200

#### SITE STRUCTURAL ENGINEER

R2H ENGINEERING, INC.  
17150 Via Del Campo  
Suite 306  
San Diego, CA 92127  
Phone: (858) 673-8416, ext. 337  
Fax: (858) 673-8418

#### ENVIRONMENTAL CONSULTANT

HELIX ENVIRONMENTAL PLANNING INC.  
8100 LA MESA BLVD., SUITE 150  
LA MESA, CA. 91941  
(619) 462-1515

#### GEOTECHNICAL ENGINEER

TERRA COSTA CONSULTING GROUP, INC.  
4455 MURPHY CANYON RD., #100  
SAN DIEGO, CA. 92123  
(858) 573-6900

#### ARCHITECT

CRANE ARCHITECTURAL GROUP  
110 E WILSHIRE AVE, STE 300  
FULLERTON, CA 92832  
(714) 525-0363

#### LANDSCAPE ARCHITECT

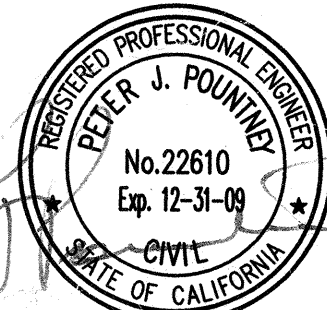
MIC  
8001 N HARBOR BOULEVARD  
FULLERTON, CA 92832  
(714) 871-3638

#### ELECTRICAL ENGINEER

LSW ENGINEERS CALIFORNIA  
5560 RUFFIN ROAD, SUITE 1  
SAN DIEGO, CA 92123  
(858) 268-3224

#### TRAFFIC ENGINEER

KATZ, OKITSU & ASSOCIATES  
2251 SAN DIEGO AVE, STE A-270  
SAN DIEGO, CA 92110  
(619) 683-2933  
CITY OF SANTEE



**PSOMAS**

4455 Murphy Canyon Road, Suite 200  
San Diego, CA 92123  
(858) 576-9200 (858) 565-1738 fax  
www.psomas.com

#### DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE 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 SANTEE IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

*[Signature]* EXP. 12/31/09  
PETER J. POUNTNEY RCE 22610

DATE

COUNTY OF SAN DIEGO

CITY OF SANTEE

CITY OF SANTEE

DEPARTMENT OF ENVIRONMENTAL HEALTH SERVICES		COMMUNITY SERVICE DEPARTMENT		FIRE DEPARTMENT		PLANNING DIVISION	
REVIEWED	PROJECT NO.	REVIEWED	PROJECT NO.	REVIEWED	PROJECT NO.	REVIEWED	PROJECT NO.
BY	TITLE	BY	DIRECTOR OF COMMUNITY SERVICES	BY	DEPUTY FIRE CHIEF	BY	PROJECT PLANNER
SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	ACCEPTED	CITY OF SANTEE	
HORIZ - 200'	FIELD	SCH	GPY	PJP	BY	DEPARTMENT OF DEVELOPMENT SERVICES	
VERT - N/A	TRAFFIC	PLANS PREPARED UNDER THE SUPERVISION OF		DATE		TOWN CENTER COMMUNITY PARK - PHASE 2	
		RCE NO.		EXPIRES		PROJECT TITLE SHEET	
		22610		12/31/09		SHEET 1 OF 27	



# CITY OF SANTEE

## IMPROVEMENT PLANS FOR

# TOWN CENTER COMMUNITY PARK PHASE II, CIP 2006-33

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LC-2.4	172	LANDSCAPE CALLOUT PLANS						
LC-2.5	173	LANDSCAPE CALLOUT PLANS						
LC-2.6	174	LANDSCAPE CALLOUT PLANS						
LC-2.7	175	LANDSCAPE CALLOUT PLANS						
LC-2.8	176	LANDSCAPE CALLOUT PLANS						
LC-2.9	177	LANDSCAPE CALLOUT PLANS						
LC-2.10	178	LANDSCAPE CALLOUT PLANS						
LC-2.11	179	LANDSCAPE CALLOUT PLANS						
LC-2.12	180	LANDSCAPE CALLOUT PLANS						
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LD-1.1	186	GENERAL DETAILS						
LD-1.2	187	GENERAL DETAILS						
LD-1.3	188	GENERAL DETAILS						
LD-1.4	189	GENERAL DETAILS						
LD-1.5	190	GENERAL DETAILS						
LD-1.6	191	GENERAL DETAILS						
LD-2.0	192	BATTING CAGE DETAILS						
LD-2.1	193	BATTING CAGE DETAILS						
LD-2.2	194	BATTING CAGE DETAILS						
LD-2.3	195	BATTING CAGE DETAILS						
LD-2.4	196	BATTING CAGE DETAILS						
LD-2.5	197	BATTING CAGE DETAILS						
LD-2.6		DELETED						
LD-3.0	198	STADIUM DETAILS						
LD-3.1	199	STADIUM DETAILS						
LD-3.2	200	STADIUM DETAILS						
LD-3.3	201	STADIUM & FIELD DETAILS						
LD-3.4	202	STADIUM & FIELD DETAILS						
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LD-3.6	204	STADIUM DETAILS						
LD-3.7	205	STRUCTURAL NOTES						



MATCHLINE SEE SHEET C-11 & C-12

MATCHLINE SEE SHEET C-15

MATCHLINE SEE LOWER LEFT

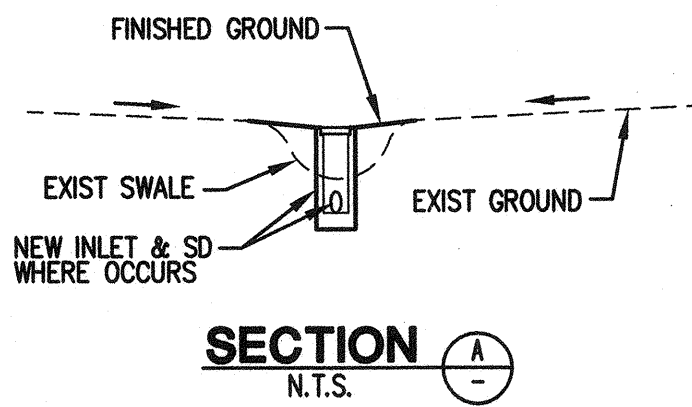
MATCHLINE SEE UPPER RIGHT

NOTES:

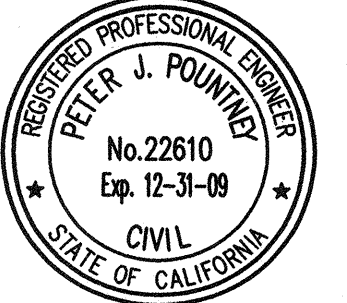
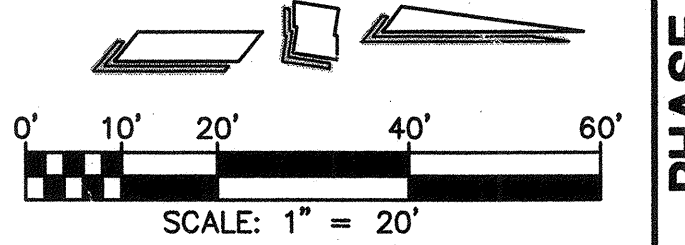
- SEE SHEETS C-43 THRU C-48 FOR IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY.
- FOR RETAINING WALLS 6' OR GREATER USE RETAINING WALL SECTIONS AND DETAILS ON SHEETS S-1 THRU S-3.
- ALL STORM DRAIN LINES ARE TO BE 6" HOPE @ 1% MIN UNLESS OTHERWISE NOTED ON DRAWINGS.

CONSTRUCTION NOTES & LEGEND:

- LEGEND:
- AC/BASE PER DETAIL (C-37)
  - 6" TYPE G-2 CURB & GUTTER
  - 6" TYPE G-1 CURB
  - 0" CURB TYPE G-1 CURB
  - CONC SIDEWALK PER G-7
  - 7" TRANSITION FROM 6" CURB TO 0" CURB
  - 3" WIDE CONC GUTTER PER DETAIL (C-37)
  - MEDIAN CURB PER G-6
  - TYPE 4 MASONRY RETAINING WALL PER C-4
  - TYPE 6 MASONRY RETAINING WALL PER C-6
  - NOT USED
  - PORTION OF EXIST SEWER TO BE REMOVED, SEE SHEET C-29 FOR LIMITS.
  - TYPE A CO PER D-9 (X=11', Y=4', Z=4.5')
  - TYPE B CI PER D-2 WITH FLO-GUARD INLET FILTER OR APPROVED EQUAL
  - PRECAST CONC CB PER DETAIL (C-37)
  - NOT USED
  - TYPE B SEWER/SD CO PER DETAIL (C-37)
  - RAISE/LOWER EXIST CO/MH TO FINISHED GRADE
  - TYPE A CURB RAMP PER G-27
  - RIP RAP ENERGY DISSIPATOR PER D-40. 1/2 TON 3.4" THICK ROCK LAYER, 1.0' THICK FILTER BLANKET COMPRSED OF 3/4"-1 1/2" GRAVEL, LOWER SAND LAYER REQ'D, WITH FILTER FABRIC.
  - TRUNCATED DOMES PER (C-37)
  - WALKWAY AT DOORWAYS PER DETAIL (C-37)
  - CONC D/W PER G-14A
  - TYPE C CURB RAMP PER G-29
  - ROLLED CURB PER G-4
  - 10' TRANSITION FROM TYPE G TO ROLLED CURB PER DETAIL (C-37)
  - TYPE A BROW DITCH PER D-75



- LEGEND:
- CONCRETE PAVING PER LANDSCAPE PLANS
  - ASPHALT PAVEMENT PER (1) ABOVE
  - CONCRETE SWALE CROSS GUTTER
  - SYNTHETIC TURF PER LANDSCAPE PLAN
  - DG TRAIL WITH HEADERS PER LS PLAN



**PSOMAS**  
Information and Engineering Solutions  
4455 Murphy Canyon Road, Suite 200  
San Diego, CA 92123  
(858) 576-9200 Fax (858) 565-1738

**C-14**  
CITY W.O. NO.  
CIP 2006-33  
DRAWING NO.  
**2007-831**  
SHEET 15 OF 279

RET. WALL HORIZ. CONTROL DATA			
NO.	NORTHING	EASTING	
608	N 1890467.1725	E 6337651.3122	
609	N 1890444.0399	E 6337671.4501	

CONSTRUCTION RECORD	REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK (SEE SHEET 1)	SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	ACCEPTED	CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES	DRAWING NO.
CONTRACTOR INSPECTOR DATE COMPLETED		9/26/09	PM/ML/CS	01-0111/13			HORIZ - 1"=20' VERT - N/A	TRAFFIC	SCH PLANS PREPARED UNDER THE SUPERVISION OF PROJECT ENGINEER RCE NO. 22610	GPY DATE 1.26.2009 EXPIRES 12/31/09	PJP DATE 1.26.2009 EXPIRES 12/31/09	1/27/2009 BY [Signature] 1/27/2009 BY [Signature] RCE NO. 60112 EXPIRES 6/30/10	1/27/2009 BY [Signature] 1/27/2009 BY [Signature] RCE NO. 60112 EXPIRES 6/30/10	TOWN CENTER COMMUNITY PARK - PHASE 2 PRECISE GRADING & IMPROVEMENT PLAN		2007-831



## CONSTRUCTION NOTES:

1. ALL FORMS AND ALIGNMENTS OF PAVING, LAYOUT OF BUILDING, ARENA, BATTING CAGE, TOTLOT, AND SPECIAL PAVING AREAS SHALL BE REVIEWED AND APPROVED BY CITY OF SANTEE AUTHORIZED REPRESENTATIVE PRIOR TO POURING (GIVE A MINIMUM OF 48 HOURS NOTICE).
2. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL BE HELD LIABLE FOR ALL DAMAGES INCURRED.
3. CONTRACTOR SHALL NOTE AND INSTALL SLEEVE LOCATIONS SHOWN ON IRRIGATION PLANS IN EXCESS OF EXISTING SLEEVES PER CITY OF SANTEE APPROVAL.
4. ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS.
5. THESE NOTES SHALL BE USED IN CONJUNCTION WITH THE PLANS AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF CITY OF SANTEE PROJECT MANAGER.
6. CONTRACTOR MUST CHECK ALL DIMENSIONS, FRAMING CONDITIONS AND SITE CONDITIONS BEFORE STARTING WORK. CITY OF SANTEE PROJECT MANAGER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES OR POSSIBLE DEFICIENCIES.
7. CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED SIMILAR TO THE DETAILS FOR THE RESPECTIVE MATERIALS.
8. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED WORK. ALL BRACING, TEMPORARY SUPPORTS, SHORING, MASONRY, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. OBSERVATION VISITS TO THE JOB SITE BY THE LANDSCAPE ARCHITECT AND/OR CITY OF SANTEE REPRESENTATIVE DOES NOT INCLUDE INSPECTION OF CONSTRUCTION METHODS AND SAFETY CONDITIONS AT THE WORKSITE. THESE VISITS SHALL NOT BE CONSTRUED AS CONTINUOUS AND DETAILED INSPECTIONS.
9. CLEAN-UP SHALL TAKE PLACE ON A DAILY BASIS.
10. REFER TO SPECIFICATIONS FOR ANY ADDITIONAL INFORMATION.
11. REFER TO DETAILS AND ENLARGEMENTS FOR LOCATION OF VARIOUS FENCE HEIGHTS (TYP.)

## CONSTRUCTION LEGEND:

1. TICKET BOOTH BUILDING, REFER TO ARCHITECTURAL PLANS
2. RESTAURANT BUILDING, REFER TO ARCHITECTURAL PLANS
3. MAINTENANCE BUILDING, REFER TO ARCHITECTURAL PLANS
4. BATTING CAGE- 4 STATION BATTING RANGE MFG: ABC (AUTOMATED BATTING CAGE) PH. 503-340-5714. CONTRACTOR TO COORDINATE ALL ELECTRICAL, STORM SEWER CONNECTIONS, ECT. WITH MANUFACTURER. SUBMIT FINAL SHOP DRAWINGS FOR APPROVAL BEFORE START OF CONSTRUCTION.
5. 4" THK. CONCRETE PAVING, REFER TO DETAIL 'K', SHEET LD-1.1. COLOR: EASTERN TAN-61222 MFG: DAVIS. FINISH: MED. BROOM FINISH WITH WELDED WIRE FABRIC REINFORCEMENT.
6. 4" THK. CONCRETE PAVING BAND, REFER TO DETAIL 'K', SHEET LD-1.1. COLOR: EASTERN TAN-61222 MFG: DAVIS. FINISH: MEDIUM SAND BLAST. REFER TO PLAZA ENLARGEMENT, SHEET LC-2.15 WITH WELDED WIRE FABRIC REINFORCEMENT.
7. 6" THK. CONCRETE PAVING, REFER TO DETAIL 'E', SHEET LD-1.1. COLOR: EASTERN TAN-61222 MFG: DAVIS. FINISH: MED. BROOM FINISH. REFER TO PLAZA ENLARGEMENT, SHEET LC-2.15 WITH WELDED WIRE FABRIC REINFORCEMENT.
8. TUBULAR STEEL FENCING, REFER TO DETAIL 'K', SHEET LD-1.2
9. ADA ACCESS RAMP. REFER TO CIVIL DRAWINGS
10. CONCESSION BLDG. REFER TO ARCHITECT PLANS
11. A.C. PAVING, REFER TO CIVIL DRAWINGS
12. 6" CONCRETE CURBS & GUTTERS, REFER TO CIVIL DRAWINGS
13. CONCRETE WHEEL STOP, REFER TO DETAIL 'M', SHEET LD-1.0
14. PARKING STRIPING, REFER TO CIVIL DRAWINGS
15. ADA PARKING, REFER TO DETAIL 'M', SHEET LD-1.0
16. DECOMPOSED GRANITE PATH, REFER TO DETAIL 'B', SHEET LD-1.5
17. ADA VAN PARKING, REFER TO DETAIL 'M', SHEET LD-1.0
18. 6" CONCRETE MONOBAND, REFER TO DETAIL 'A', SHEET LD-1.1
19. 9" CONCRETE MONOBAND, REFER TO DETAIL 'M', SHEET LD-1.1
20. 12" CONCRETE MONOBAND, REFER TO DETAIL 'N', SHEET LD-1.1
21. 4" HIGH CMU BLOCK MATERIAL STALLS, REFER TO DETAIL 'K', SHEET LD-1.0
22. 0" CONCRETE CURB - REFER TO CIVIL PLANS
23. 10' HIGH BLACK VINYL COATED CLF SINGLE GATE, REFER TO DETAIL 'K', SHEET LD-1.0.
24. 10' HIGH BLACK VINYL COATED CHAIN LINK DOUBLE GATE WITH WINDSCREEN, REFER TO DETAIL 'I', SHEET LD-1.0
25. 10' HIGH BLACK VINYL COATED CHAIN LINK FENCE (CLF) WITH 12" MONOBAND AND WINDSCREEN, REFER TO CLF DETAIL 'I', SHEET LD-1.1 & 12" MONOBAND DETAIL 'N', SHEET LD-1.1
26. 42" HIGH BLACK VINYL COATED CHAIN LINK GATE, REFER TO DETAIL 'B', SHEET LD-1.0
27. 25' HIGH BLACK VINYL COATED C.L.F. REFER TO BASEBALL DIAMOND ENLARGEMENT DETAIL 'O', SHEET LD-3.6.
28. 42" HIGH BLACK VINYL COATED CHAIN LINK FENCE WITH 9" MONOBAND, REFER TO BASEBALL DIAMOND ENLARGEMENT, DETAIL 'O', SHEET LD-3.6, CLF DETAIL 'B', SHEET LD-1.0 AND 9" MONOBAND DETAIL 'M', SHEET LD-1.1
29. TUBULAR STEEL VEHICULAR GATE, REFER TO DETAIL 'M', SHEET LD-1.2
30. 8' HIGH BLACK VINYL COATED CHAIN LINK FENCE (CLF) WITH WINDSCREEN REFER TO DETAIL 'J', SHEET LD-1.1
31. RUBBERIZED SURFACE AT TOT LOT, REFER TO DETAIL 'L', SHEET LD-1.1
32. TREE GRATE, REFER TO DETAIL 'O', SHEET LD-1.2. REFER TO SPECIFICATIONS FOR MFG.
33. BALLFIELD SCOREBOARD - REFER TO SPECIFICATIONS AND INSTALL PER MFG. SPECIFICATIONS, REFER TO DETAIL 'H', SHEET LD-3.2
34. BICYCLE RACKS, REFER TO SPECIFICATIONS FOR MFG. INFORMATION.
35. STEEL BOLLARD, REFER TO SPECIFICATIONS. INSTALLATION SHALL INCLUDE A 24" DEEP SLEEVE, BOLLARD HOLDER AS SUPPLIED BY MFG. ALL BOLLARDS TO BE REMOVABLE.
36. 30' FOULBALL POLE, REFER TO DETAIL 'E', SHEET LD-3.2. REFER TO SPECIFICATIONS FOR MFG INFORMATION.
37. BASEBALL DIAMOND ENLARGEMENT, REFER TO DETAIL O, SHEET LD-3.6.
38. STADIUM BLEACHERS, REFER TO DETAIL 'A', SHEET LD-3.0 & DETAIL 'N', SHEET LD-3.5.
39. INFIELD MIX, REFER TO DETAIL 'E', SHEET LD-3.3
40. WARNING TRACK MIX, REFER TO DETAIL 'E', SHEET LD-3.3.
41. DUSOUT, REFER TO DETAIL 'F', SHEET LD-3.1.
42. SYNTHETIC TURF, REFER TO ENLARGEMENT DETAILS FOR EDGE TREATMENTS, MFG. AND COLOR. REFER TO DETAILS 'G', 'K', 'O', SHEET LD-1.3
43. PLANTED AREA, REFER TO PLANTING PLAN
44. TURF AREA, REFER TO PLANTING PLAN
45. MULCH - REFER TO PLANTING PLAN
46. MAIN ELECTRICAL PANEL, REFER TO ELECTRICAL PLAN

47. ARENA SCOREBOARD - REFER TO SPECIFICATION FOR MFG INFORMATION, REFER TO DETAIL 'O', SHEET LD-4.0
48. ENTRY MONUMENT SIGNAGE, REFER TO DETAIL 'F4N', SHEET LD-1.5. ADDITIVE ALTERNATIVE.
49. 35' HIGH SAFETY NETTING. REFER TO STRUCTURAL ENGINEER PLANS, DETAIL 'A', SHEET LD-1.0 & DETAIL 'G', SHEET LD-1.1. LOCATIONS ON PLAN ARE DIAGRAMMATIC ONLY. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR FINAL POLE LOCATIONS & PROFILES OF ALL NETTING. CONTRACTOR TO ALSO PROVIDE POLE FOOTING CALCULATIONS FOR REVIEW BY STRUCTURAL ENGINEER TO RETAINING WALL. COORDINATION. CONTRACTOR SHALL COORDINATE POLE FOOTING LOCATIONS WITH RETAINING WALL FOOTING LOCATIONS PER CIVIL PLANS.
50. 20' HIGH SAFETY NETTING. REFER TO DETAIL 'A', SHEET LD-1.0.
51. FLAG POLE, REFER TO DETAIL 'K', SHEET LD-3.2. REFER TO SPECIFICATIONS FOR MFG INFORMATION
52. P.I.P. CONCRETE WALL AT WALK TO DUSOUT - REFER TO DETAIL 'C', SHEET LD-3.3.
53. 42" HIGH BLACK RAILING FENCE WITH POURED IN PLACE CONCRETE WALL, REFER TO DETAIL 'N', SHEET LD-3.4
54. 4' HIGH CMU BLOCK TRASH ENCLOSURE WITH LOCKABLE GATE. REFER TO CIVIL PLANS, DRAWING C-31
55. CROSSWALK - REFER TO CIVIL PLANS
56. SPORTS FIELD LIGHTING POLES BY MUSCO, REFER TO ELECTRICAL PLANS
57. PARK BENCH - REFER TO DETAIL B, SHEET LD-1.6. INSTALL BENCH PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS. REFER TO SPECIFICATIONS FOR MANUFACTURER.
58. RETAINING WALL. REFER TO CIVIL PLANS FOR PROFILE OF WALL. PLACE C.L.F. ON TOP OF WALL AT THESE LOCATIONS. WHERE C.L.F. EXTENDS VERTICAL IN SOFTBALL FIELD, TOP OF C.L.F. SHALL BE 10' MAX. WHERE WALL IS 10' HIGH, NO C.L.F. IS NECESSARY. PROVIDE WALL PAD ENTIRE LENGTH OF CONC. WALL. REFER TO DETAIL 'H', SHEET LD-3.4
59. DECORATIVE CONCRETE BOLLARDS. MODEL #. QR-36BB. AVAIL: QUICKCRETE PHONE, 451-757-6240. REFER TO MANUFACTURER FOR INSTALLATION INSTRUCTIONS.
60. 15' WIDE - HOCKEY TEAM BENCH. REFER TO SPECIFICATION FOR MFG INFORMATION.
61. 3-RW - 26' WIDE HOCKEY-BLEACHER WITH ADA-CUTOUT. MFG: DANT CLAYTON CORP., PH. (502)634-3626. SEAT-COLOR-GREEN
62. TUBULAR STEEL PEDESTRIAN GATE, REFER TO DETAIL 'G', SHEET LD-1.6.
63. HOCKEY ARENA SCOREBOARD - MFG: NEVCO-SCOREBOARDS. TEL: (800)851-4040. MODEL #: 3525. W/ MFG-5 CONTROLLER FOR EACH ARENA. COLOR: BLACK WITH WHITE LETTERS AND TRIM (LED SCOREBOARD) INSTALL PER MFG. SPECIFICATIONS
64. SYNTHETIC SOCCER/FOOTBALL FIELD, REFER TO DETAIL ENLARGEMENT FOR MARKINGS AND COLORS. REFER TO DETAIL 'O', SHEET LD-5.0.
65. 5-12 SOCCER FIELD TOT-LOT, REFER TO DETAIL 'K', SHEET LD-1.3 FOR ENLARGEMENT DETAIL, MFG., AND COLORS.
66. 2-5 YEAR OLD TOT-LOT, REFER TO DETAIL 'C', SHEET LD-1.3. FOR ENLARGEMENT DETAIL, MFG., AND COLORS.
67. 16' HEXAGONAL SHADE SHELTER - MFG: NATURAL STRUCTURES. MODEL: 48-HEX016-4T WITH STANDING SEAM STEEL ROOF. COLOR: ROOF TO MATCH CONCESSION BUILDING (AS CLOSE AS POSSIBLE) POSTS: EMERALD, PHONE: (800)252-8475, CONTACT: TRUDY ENGLAND. CONCRETE PAD UNDERNEATH REFER TO DETAIL 'K', SHEET LD-1.1.
68. 35' HEXAGONAL SHADE SHELTER - MFG: NATURAL STRUCTURES. MODEL: 48-HEX035-4T WITH STANDING SEAM STEEL ROOF. COLOR: ROOF TO MATCH CONCESSION BUILDING ROOF COLOR (AS CLOSE AS POSSIBLE), POSTS: EMERALD, PHONE: (800)252-8475, CONTACT: TRUDY ENGLAND. CONCRETE PAD UNDERNEATH REFER TO DETAIL 'K', SHEET LD-1.1.
69. TRASH RECEPTACLE. MFG: VICTOR STANLEY, MODEL: SD-42. COLOR: BLACK, PHONE: (800)368-2573, REFER TO DETAIL 'A', SHEET LD-1.6
70. PICNIC TABLE, MFG: HABASH VALLEY, MODEL: SG-115D (ADA), COLOR: BLACK, PHONE: (800)253-8619
71. REDWOOD HEADER. REFER TO DETAIL 'A', LD-1.3.
72. P.I.P. CONCRETE RETAINING WALL IN PLAZA AREA WITH DECORATIVE RAILINGS. REFER TO DETAIL 'N', SHEET LD-3.4.
73. DECORATIVE PILASTER AT SPORTS PARK ENTRY. REFER TO DETAIL 'K', SHEET LD-1.5.
74. HUMAN SUNDIAL. REFER TO DETAIL 'H', SHEET LD-1.5
75. ARCHITECTURAL STAGE. REFER TO ARCHITECTURAL PLANS
76. ENTRY TUBULAR STEEL FENCING. DETAIL 'N', SHEET LD-1.2
77. CONCRETE PICNIC TABLE PAD, REFER TO DETAIL 'C', SHEET LD-1.5.
78. CITY REDEVELOPMENT STANDARD 4" THICK CONCRETE PAVING, REFER TO DETAIL 'K', SHEET LD-1.1 SEE CITY OF SANTEE REDEVELOPMENT PLANS FOR COLOR AND FINISH.
79. CITY REDEVELOPMENT STANDARD PLANTING AREA, REFER TO PLANTING PLAN.
80. CITY REDEVELOPMENT STANDARD ENHANCED CONCRETE DRIVE APRON. CONTRACTOR TO VERIFY COLOR AND PATTERN WITH ADJACENT HOUSING AND HOSPITAL DEVELOPMENT AND WITH CITY OF SANTEE FOR APPROVAL PRIOR TO START OF CONSTRUCTION. REFER TO DETAIL 'E', SHEET LD-1.1
81. DECORATIVE CONCRETE BOLLARDS. MODEL #. QR-36BB. AVAIL: QUICKCRETE PHONE, 451-757-6240. REFER TO MANUFACTURER FOR INSTALLATION INSTRUCTIONS.

82. CULVERT 'A' RAILING AND PILASTER - REFER TO DETAIL 'E', SHEET LD-6.0
83. CULVERT 'B' RAILING AND PILASTER - REFER TO DETAIL 'F', SHEET LD-6.0 DELETED
84. CULVERT 'C' RAILING AND PILASTER - REFER TO DETAIL 'F', SHEET LD-6.0
85. MARINE MEMORIAL SITE - REFER TO SHEET LD-6.0
86. CONCRETE STEPS AND RAILINGS - REFER TO DETAIL 'G', SHEET LD-3.3
87. TRASH ENCLOSURE. REFER TO CIVIL PLANS. DETAIL 'G', SHEET C-31
88. ELECTRICAL TRANSFORMER. REFER TO ELECTRICAL PLANS FOR REQUIREMENTS.
89. 4' HIGH CEDAR WOOD-RAIL FENCE, REFER TO DETAIL 'F', SHEET LD-1.5
90. HANDRAIL, REFER TO DETAIL 'G', LD-3.3
91. RELOCATED EXISTING CITY MONUMENT SIGN FROM LOCATION SHOWN ON SHEET C-3, NOTE 17.
92. NEW CITY MONUMENT SIGN. MATCH EXISTING CITY MONUMENT SIGN. SHOWN PER NOTE 17, THIS SHEET.
93. 6' HIGH BLACK VINYL COATED CLF WITH 3' IMBEDMENT INTO BLOCK WALL TOP & BOTTOM RAILS.
94. ROLLING GATE, REFER TO DETAIL 'D', SHEET LD-1.6 DELETED
95. CONCRETE BRICK BANDING, MFG: ACKER-STONE, CONTACT: 800-258-2553, MODEL: FLORENTINE, TEXTURE: STANDARD, COLOR: RED BROWN CHARCOAL. REFER TO DETAIL 'I', SHEET LD-1.5.
96. CONCRETE BRICK BANDING, MFG: ACKER-STONE, CONTACT: 800-258-2553, MODEL: 6X12, TEXTURE: STANDARD, COLOR: RED BROWN CHARCOAL OR EQUAL. REFER TO DETAIL 'I', SHEET LD-1.5.
97. RELOCATED STORAGE CONTAINERS PER CITY OF SANTEE DIRECTION. REFER TO CITY REPRESENTATION.
98. 4' HIGH BLACK VINYL COATED CLF WITH 18" IMBEDMENT INTO BLOCK WALL TOP & BOTTOM RAILS.

CONSTRUCTION RECORD	REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK
CONTRACTOR		5-04-13	RJE	A5-BUILT		
INSPECTOR						
DATE COMPLETED						

SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY
HORZ -	FIELD	RUE	HEC	SNL
VERT -	TRAFFIC	PLANS PREPARED UNDER THE SUPERVISION OF		
		RCE NO. 1771	DATE	EXPIRES 11/30/08

REVIEWED <i>2/20/08</i>	ACCEPTED <i>2/20/08</i>	CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES
BY <i>Paul Gitz</i>	BY <i>J. Gremwell</i>	IMPROVEMENT PLANS FOR:	
PRINCIPAL CIVIL ENGINEER	CITY ENGINEER	TOWN CENTER COMMUNITY PARK - PHASE 2	
RCE NO. 47180	EXPIRES 12/31/09	LANDSCAPE CALLOUT	

CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES
IMPROVEMENT PLANS FOR:	
TOWN CENTER COMMUNITY PARK - PHASE 2	
LANDSCAPE CALLOUT	



**M I G**  
MOORE IACOFANO GOITSMAN, INC.  
801 MARK AVENUE  
SUITE 200  
FALLBROOK, CA 92233  
TEL: 714/971-1188  
FAX: 714/971-1188  
WWW.MIG.COM

LC-2.0

CITY W.O. NO.

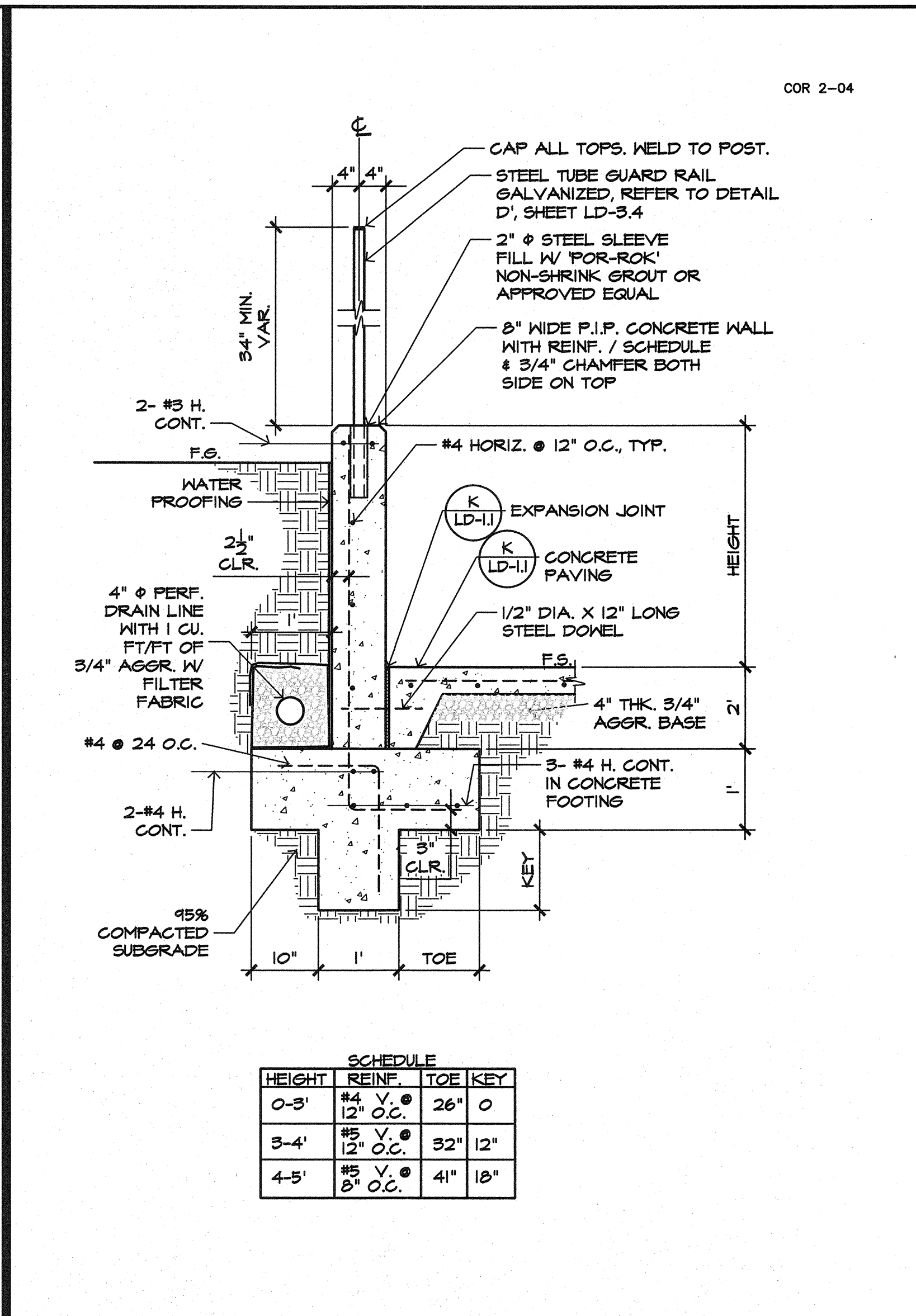
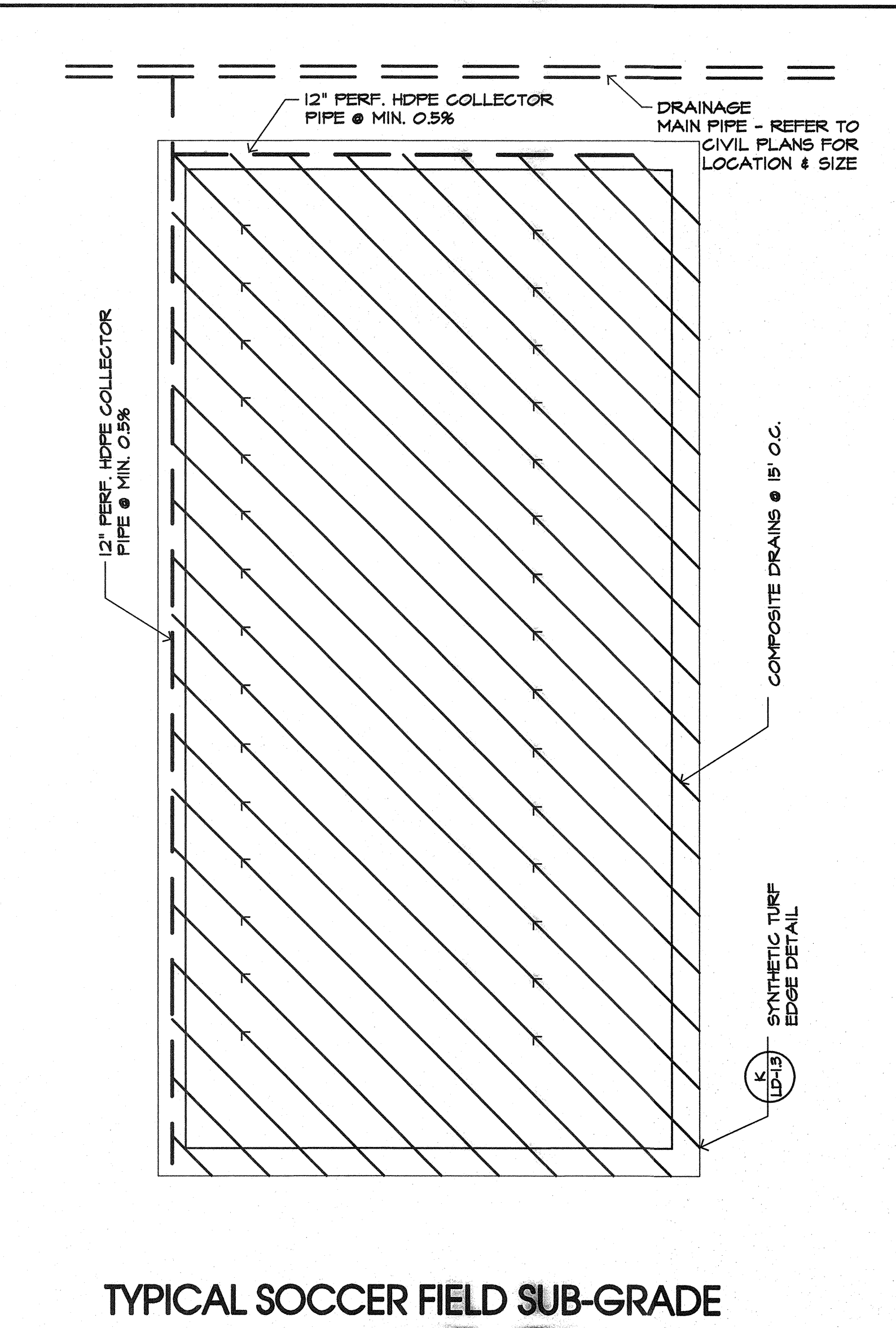
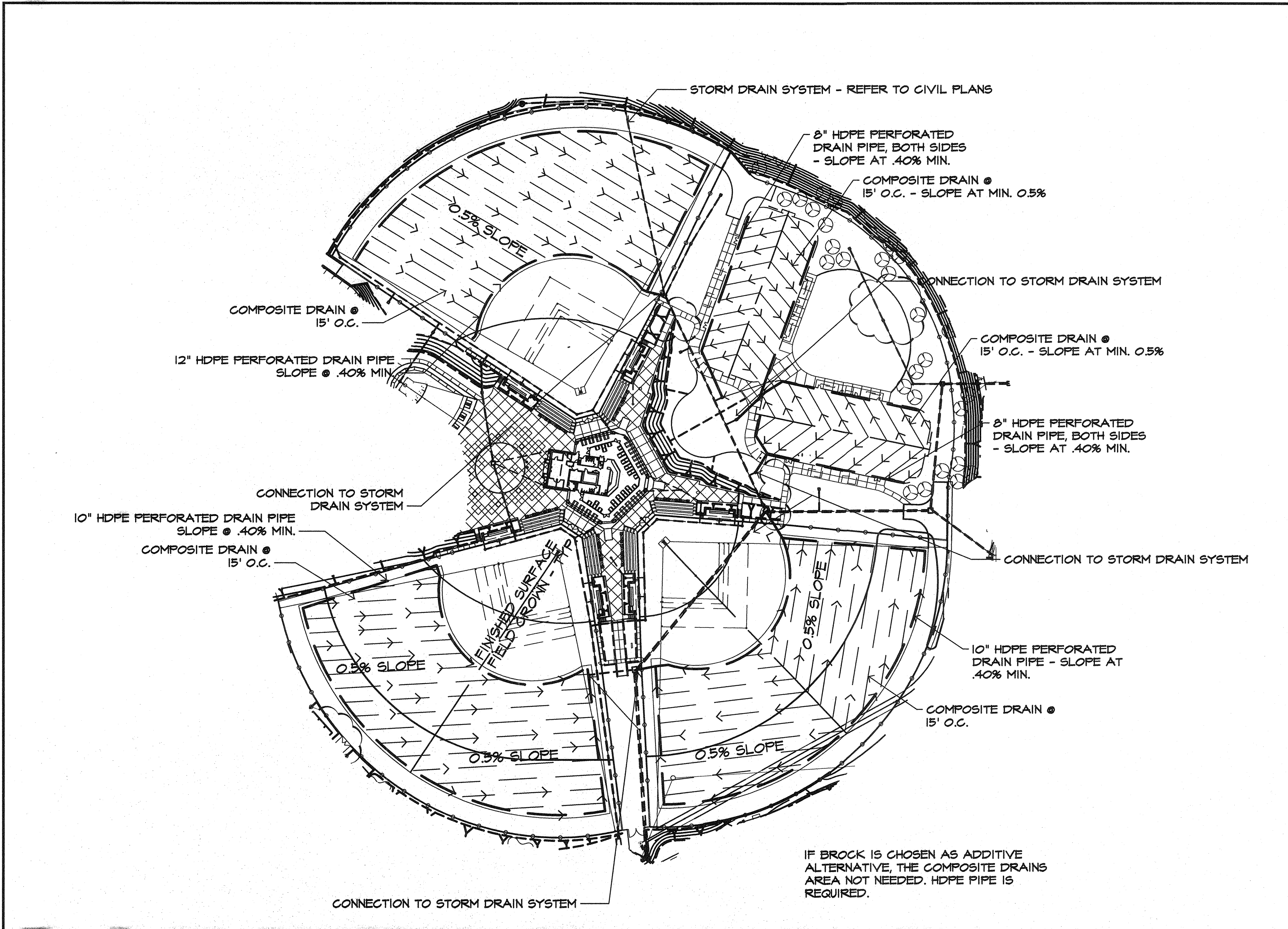
CIP 2006-33

DRAWING NO.

2007-984

SHEET 168 OF 274

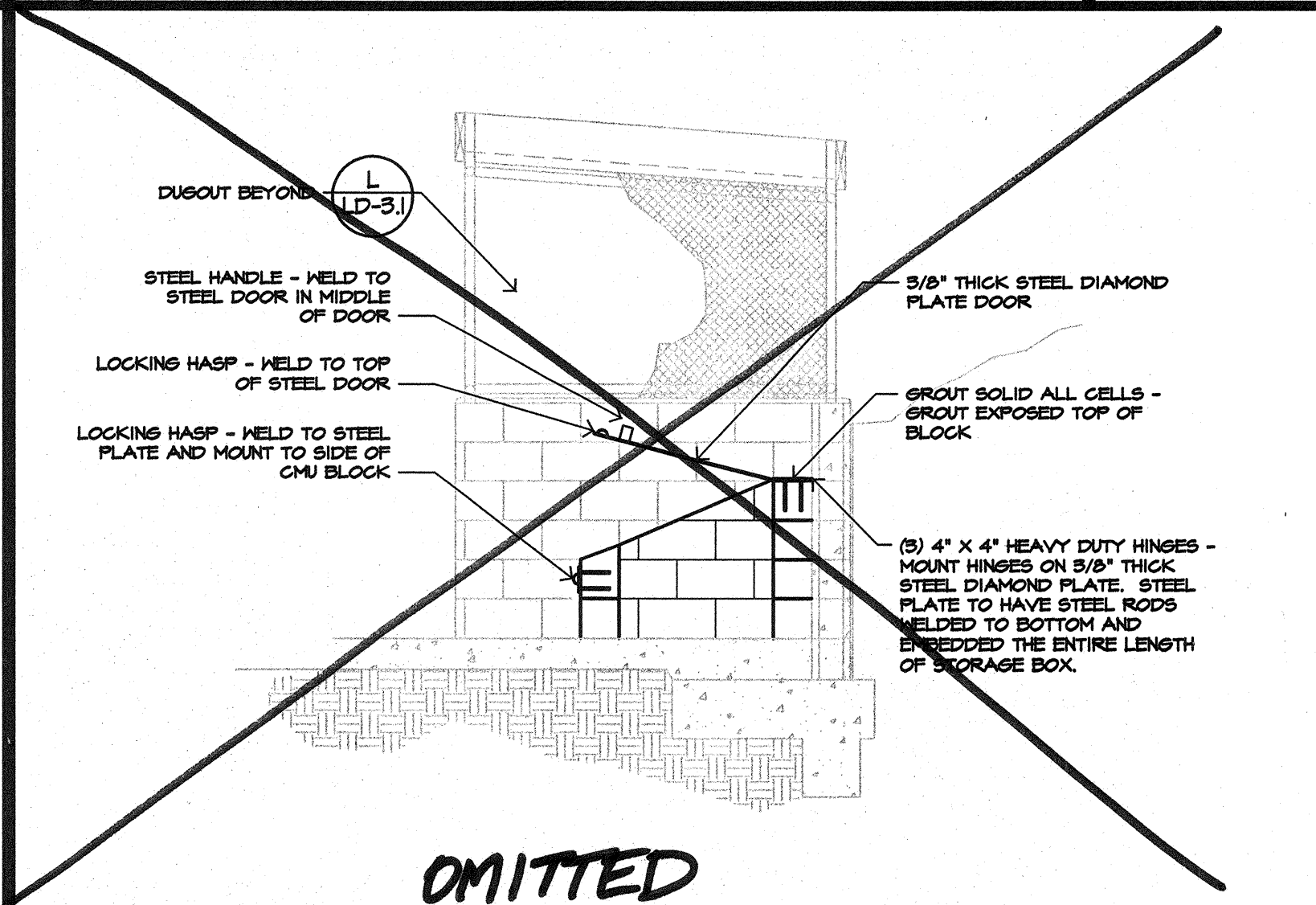
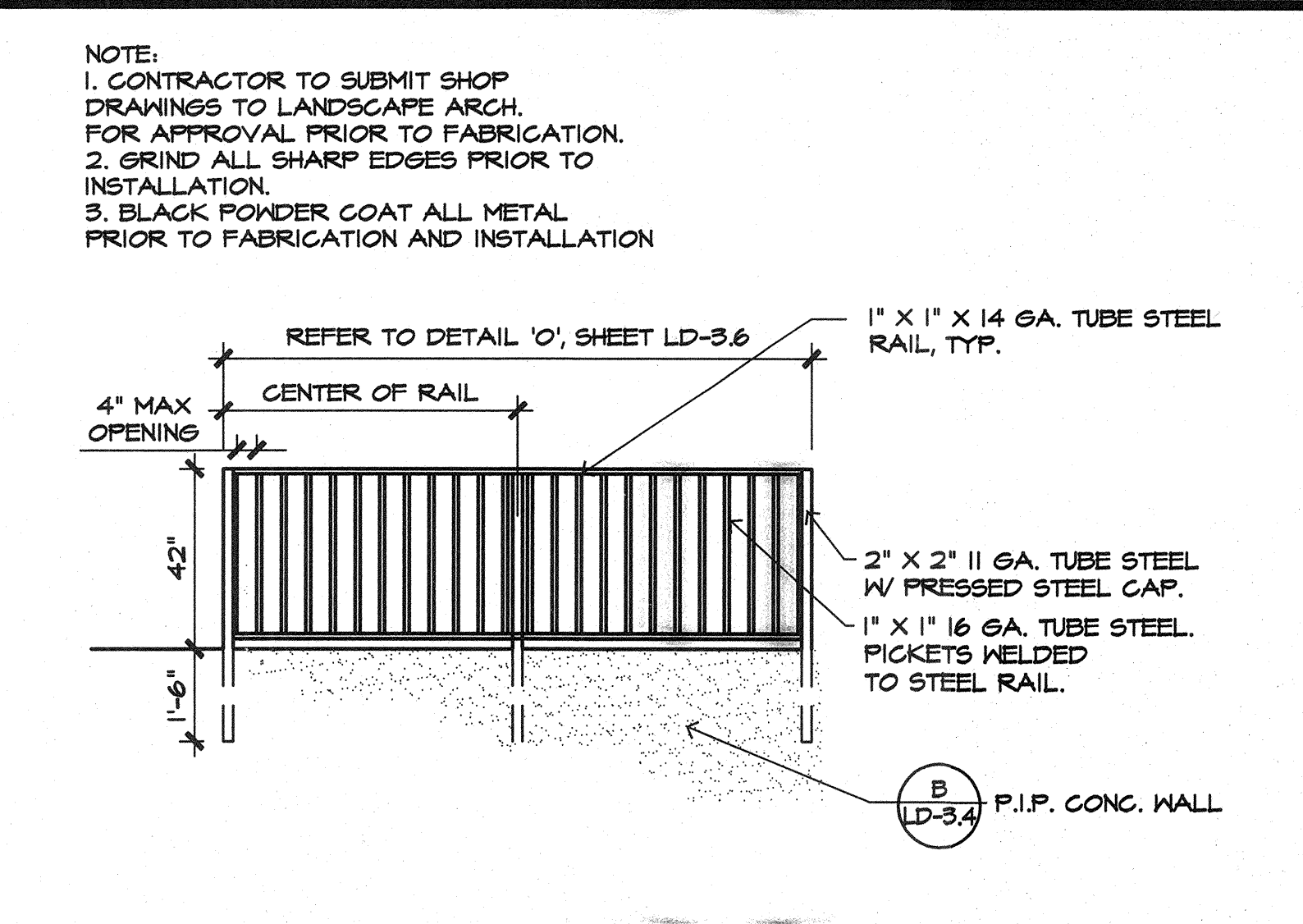
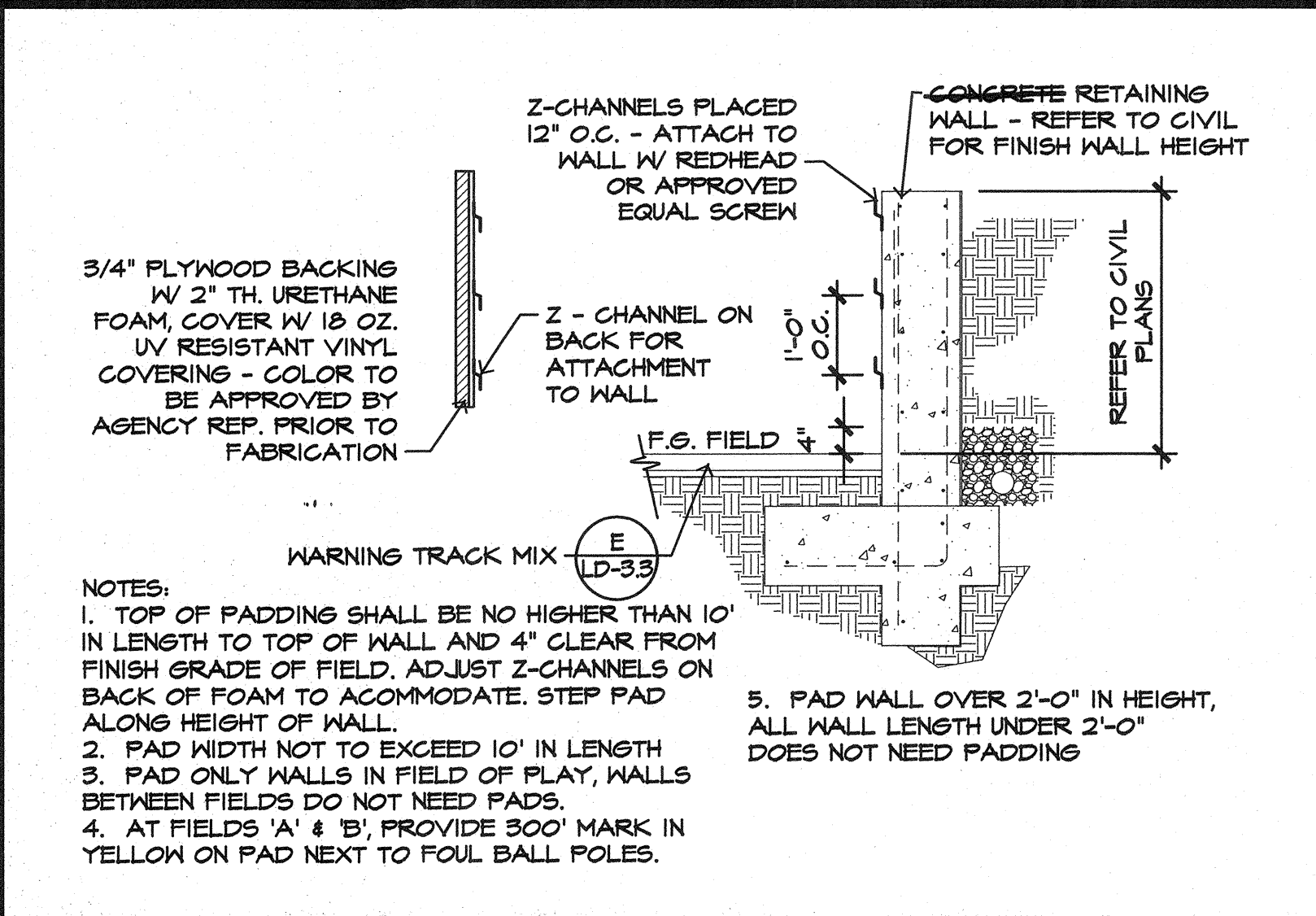
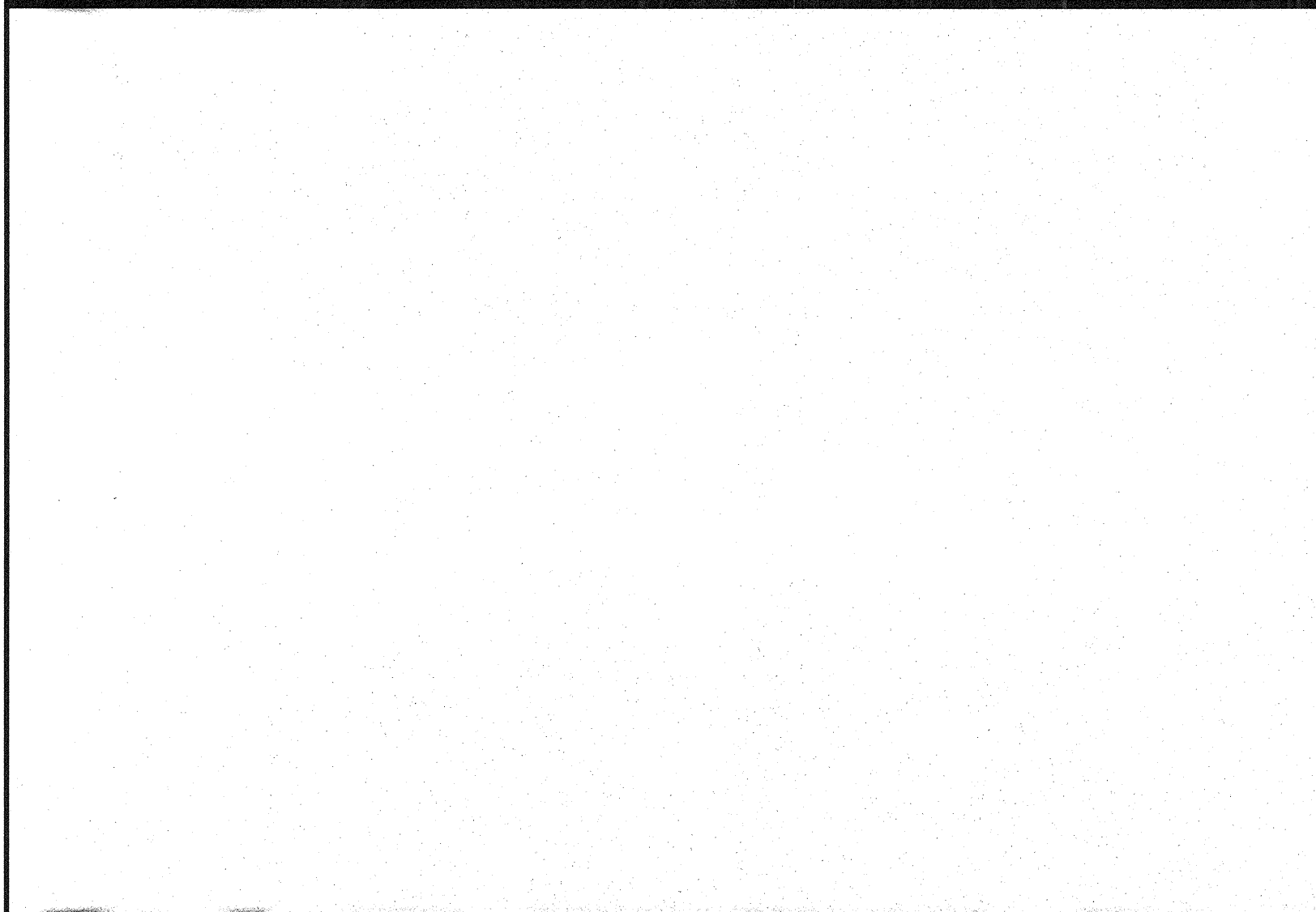




**F SYNTHETIC TURF SUB-GRADE DRAINAGE CONCEPT - SPORTS COMPLEX** NO SCALE

**E SYNTHETIC TURF DRAINAGE CONCEPT** NO SCALE

**B P.I.P. CONCRETE RET. WALL** NO SCALE



**I NOT USED** NO SCALE

**H HOMERUN WALL PADDING** NO SCALE

**D GUARDRAIL AT CENTER PLAZA** NO SCALE

**C C.M.U. DUGOUT STORAGE BOX** NO SCALE

**MOORE IACOFANO GOLTSMAN, INC.**  
801 HARBOR BLVD. FULLERTON, CA 92832  
TEL 714/871-3638 FAX 714/871-1188  
www.migcom.com

**LD 3.4**

CITY W.O. NO. CIP 2006-33

DRAWING NO. **2007-1018**

SHEET 201 OF 274

CONSTRUCTION RECORD		REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK	SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	ACCEPTED	CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES	
CONTRACTOR			3-04-13	RJE	AS-BUILT'S			HORZ -	FIELD	RJE	HEC	SNL	2/20/08	2/20/08	TOWN CENTER COMMUNITY PARK PHASE #2 STADIUM & FIELD DETAILS		
INSPECTOR								VERT -	TRAFFIC	PLANS PREPARED UNDER THE SUPERVISION OF		DATE	BY	CITY ENGINEER			
DATE COMPLETED										RCE NO. 1771		EXPIRES 11/30/08	PRINCIPAL CIVIL ENGINEER	RCE NO. 47180	EXPIRES 12/31/09		



MATCHLINE SEE SHEET LC-2.1 & LC-2.2

MATCHLINE SEE SHEET LC-2.5

PROPOSED D.G.  
SIDEWALK TO MATCH  
GRADE OF EXISTING  
WALK IN PUBLIC  
RIGHT-OF-WAY

PROPOSED D.G.  
SIDEWALK TO MATCH  
GRADE OF EXISTING  
WALK.

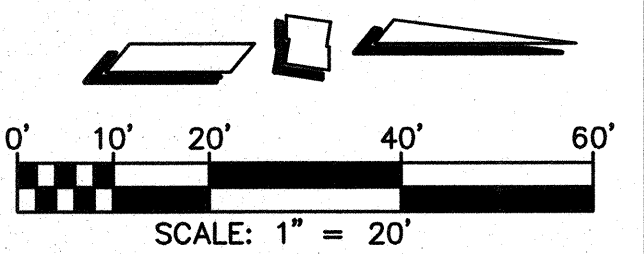
14" SWING PIPE  
GATE

12" CONCRETE  
DRIVEWAY

2" AC DRIVEWAY

AC DRIVEWAY REMOVED

REFER TO SHEET LC-2.0 FOR  
CALLOUT LEGEND AND NOTES



**M I G**  
MOORE IACOFANO GOLTSMAN, INC.  
TEL 714/971-3638  
801 HARBOR BLVD.  
FULLERTON, CA 92832  
www.mig.com

LC-2.4

CITY W.O. NO.  
CIP 2006-33

DRAWING NO.

2007-988

SHEET 122 OF 279

CITY OF SANTEE DEPARTMENT OF DEVELOPMENT SERVICES  
IMPROVEMENT PLANS FOR:  
TOWN CENTER COMMUNITY PARK - PHASE 2  
LANDSCAPE CALLOUT PLAN

REVIEWED 2/20/08 ACCEPTED 2/20/08  
BY *[Signature]* BY *[Signature]*  
PRINCIPAL CIVIL ENGINEER CITY ENGINEER  
RCE NO. 47180 EXPIRES 12/31/09

DESIGNED BY RJE DRAWN BY HEC CHECKED BY SNL  
PLANS PREPARED UNDER THE SUPERVISION OF  
DATE  
RCE NO. 1771 EXPIRES 11/30/08

SCALE  
HORIZ - 1"=20'  
VERT - N/A  
OFFICE FIELD TRAFFIC

BENCH MARK  
(SEE SHEET 1)

ACPTD

REVISIONS

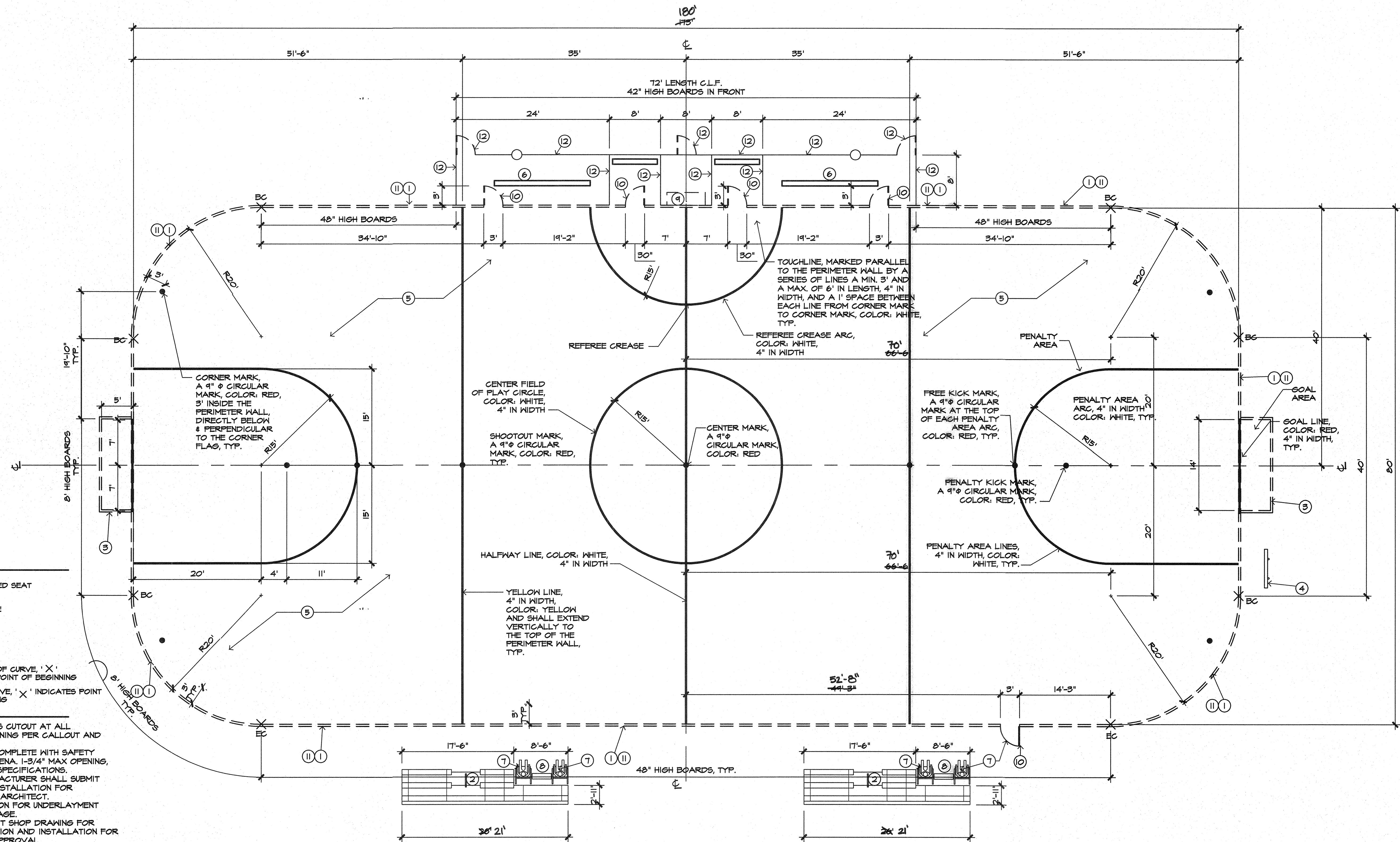
DATE BY  
3/20/08 RJE AS-BUILT

REFERENCES

CONSTRUCTION RECORD  
CONTRACTOR  
INSPECTOR  
DATE COMPLETED

TOWN CENTER COMMUNITY PARK - PHASE 2 02/18/08





# SYMBOLS/ ABBREVIATIONS

- HANDICAPPED SEAT
- CENTER LINE
- TYP
- R
- BC
- EC

## NOTES

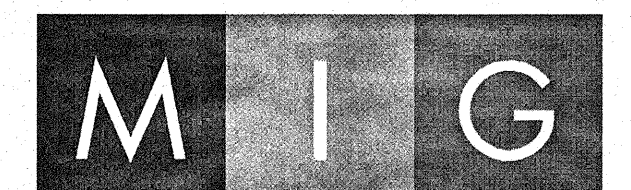
1. PROVIDE CLEAR GLASS CUTOUT AT ALL HANDICAPPED SEATING OPENING PER CALLOUT AND LAYOUT PLAN SHEETS.
2. BOARD SHALL COME COMPLETE WITH SAFETY NETTING AROUND ENTIRE ARENA. 1-3/4" MAX OPENING, BLACK, REFER TO NETTING SPECIFICATIONS.
3. SYNTHETIC TURF MANUFACTURER SHALL SUBMIT SHOP DRAWING PRIOR TO INSTALLATION FOR APPROVAL BY LANDSCAPE ARCHITECT.
4. REFER TO SPECIFICATION FOR UNDERLAYMENT TURF MATERIAL AND DRAINAGE.
5. CONTRACTOR TO SUBMIT SHOP DRAWING FOR ARENA PRIOR TO FABRICATION AND INSTALLATION FOR LANDSCAPE ARCHITECT'S APPROVAL.

## CONSTRUCTION LEGEND:

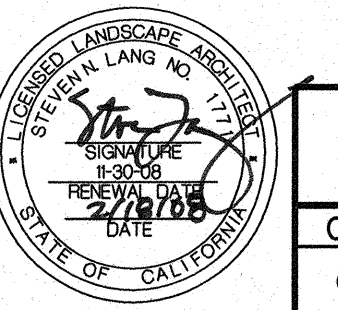
- ① DASHER WALL SYSTEM, INSTALL PER MFG. SPECS. MFG: RMF ARENA SYSTEMS, CONTACT: RICK FRISBY (760) 747-3366
- ② 3 ROW -26' WIDE SPECTATOR BLEACHERS W/ ADA CUT OUT. MFG: DANT-CLAYTON CORP., TEL. (502) 634-3626. SEAT COLOR: GREEN, REFER TO CALLOUT PLAN FOR LOCATION.
- ③ GOAL PORTION OF DASHER WALL SYSTEM. INSTALL PER MFG. SPECS. MFG: RMF ARENA SYSTEMS
- ④ SCOREBOARD - REFER TO CALL OUT PLANS FOR LOCATION AND MANUFACTURER INFORMATION.
- ⑤ SYNTHETIC TURF - REFER TO SPECIFICATIONS
- ⑥ PLAYERS BENCH, REFER TO CALLOUT PLAN FOR MANUFACTURER
- ⑦ HANDICAPPED SEATING AREA, SEE NOTE ②
- ⑧ HANDICAPPED COMPANION SEATING AREA, SEE NOTE ②
- ⑨ SCOREKEEPERS TABLE, INSTALL PER MFG. SPECS. MFG: RMF ARENA SYSTEMS
- ⑩ ENTRY GATE OF DASHER WALL SYSTEM. INSTALL PER MFG. SPECS.
- ⑪ 10" W X 6" DEEP CONCRETE CURB FOR DASHER WALL - REFER TO MANUFACTURER'S SPECIFICATIONS.
- ⑫ 8" HIGH BLACK VINYL COATED CHAIN LINK FENCING AND GATES, REFER TO ARENA MANUFACTURER SPECIFICATIONS

## ARENA SOCCER LAYOUT PLAN - (2) TWO TOTAL

NO SCALE



MOORE IACOFANO GOLTSMAN, INC.  
801 HARBOR BLVD.  
FULLERTON, CA 92832  
TEL 714/871-3638  
FAX 714/871-1188  
www.migom.com



LD 4.0

CITY W.O. NO.

CIP 2006-33

DRAWING NO.

2007-1022

SHEET 20 OF 27

CONSTRUCTION RECORD	REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK	SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	ACCEPTED	CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES	DRAWING NO.
CONTRACTOR		3/04/08	RJE	AS-BUILTS			HORZ -	FIELD	RJE	HEC	SNL	2/20/08	2/20/08	IMPROVEMENT PLANS FOR:	TOWN CENTER COMMUNITY PARK PHASE #2	
INSPECTOR							VERT -	TRAFFIC	PLANS PREPARED UNDER THE SUPERVISION OF			DATE	DATE	SOCCER ARENA DETAILS		
DATE COMPLETED									RCE NO. 1771			EXPIRES 11/30/08	EXPIRES 12/31/09			



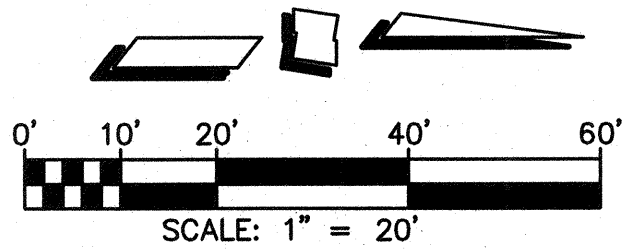
MATCHLINE SEE SHEET LP-1.1 & LP-1.2

80' X 180'

80' X 180'

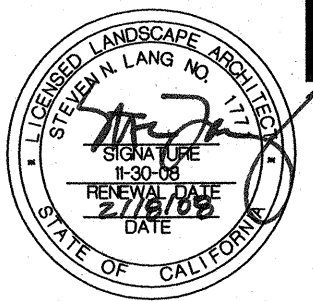
MATCHLINE SEE SHEET LP-1.14

EXIST 10" PVC WATER MAIN DWG. NO. 5838-W



CONTRACTOR TO INCLUDE  
ADDITIONAL SQ.FT. TO BID  
ESTIMATE.

REFER TO SHEET  
LP-1.0 FOR PLANTING  
LEGEND & NOTES.



**M I G**  
MOORE IACOFANO GOLTSMAN, INC.  
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LP-1.4

CITY W.O. NO.  
CIP 2006-33

DRAWING NO.

2007-1029

SHEET 213 OF 279

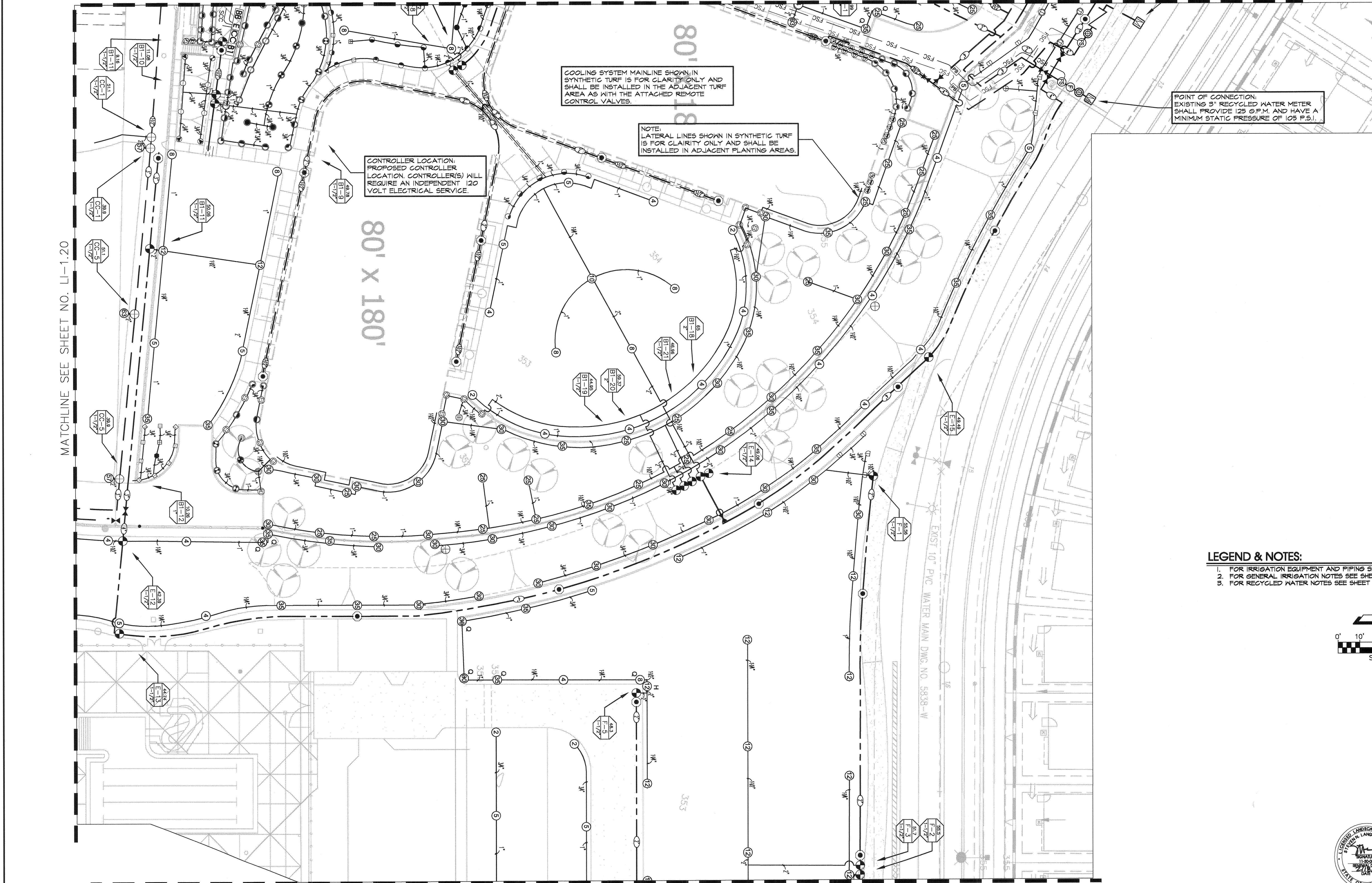
CONSTRUCTION RECORD		REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK (SEE SHEET 1)	SCALE	OFFICE	DESIGNED BY RJE	DRAWN BY HEC	CHECKED BY SNL	REVIEWED <i>[Signature]</i>	ACCEPTED 2/20/08	CITY OF SANTEE DEPARTMENT OF DEVELOPMENT SERVICES		IMPROVEMENT PLANS FOR: TOWN CENTER COMMUNITY PARK - PHASE 2 LANDSCAPE PLANTING PLAN	
CONTRACTOR			3/20/13		As-Built			HORIZ - 1"=20'	FIELD	PLANS PREPARED UNDER THE SUPERVISION OF		DATE	BY S. Crosswell CITY ENGINEER	RCE NO. 47180	EXPIRES 12/31/09			
INSPECTOR								VERT - N/A	TRAFFIC	RCE NO. 1771		EXPIRES 11/30/08						
DATE COMPLETED																		

TOWN CENTER COMMUNITY PARK - PHASE 2 02/18/08



MATCHLINE SEE SHEET NO. LI-1.16

MATCHLINE SEE SHEET NO. LI-1.20



COOLING SYSTEM MAINLINE SHOWN IN SYNTHETIC TURF IS FOR CLAIRITY ONLY AND SHALL BE INSTALLED IN THE ADJACENT TURF AREA AS WITH THE ATTACHED REMOTE CONTROL VALVES.

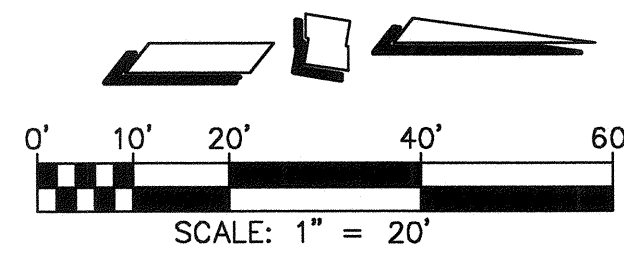
NOTE: LATERAL LINES SHOWN IN SYNTHETIC TURF IS FOR CLAIRITY ONLY AND SHALL BE INSTALLED IN ADJACENT PLANTING AREAS.

CONTROLLER LOCATION: PROPOSED CONTROLLER LOCATION. CONTROLLER(S) WILL REQUIRE AN INDEPENDENT 120 VOLT ELECTRICAL SERVICE.

POINT OF CONNECTION: EXISTING 3\"/>

LEGEND & NOTES:

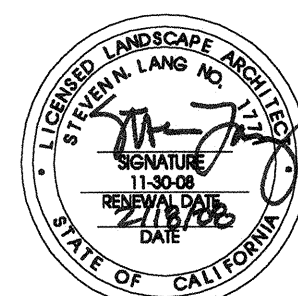
1. FOR IRRIGATION EQUIPMENT AND PIPING SEE SHEET LI-1.15
2. FOR GENERAL IRRIGATION NOTES SEE SHEET LI-1.15
3. FOR RECYCLED WATER NOTES SEE SHEET LI-TS



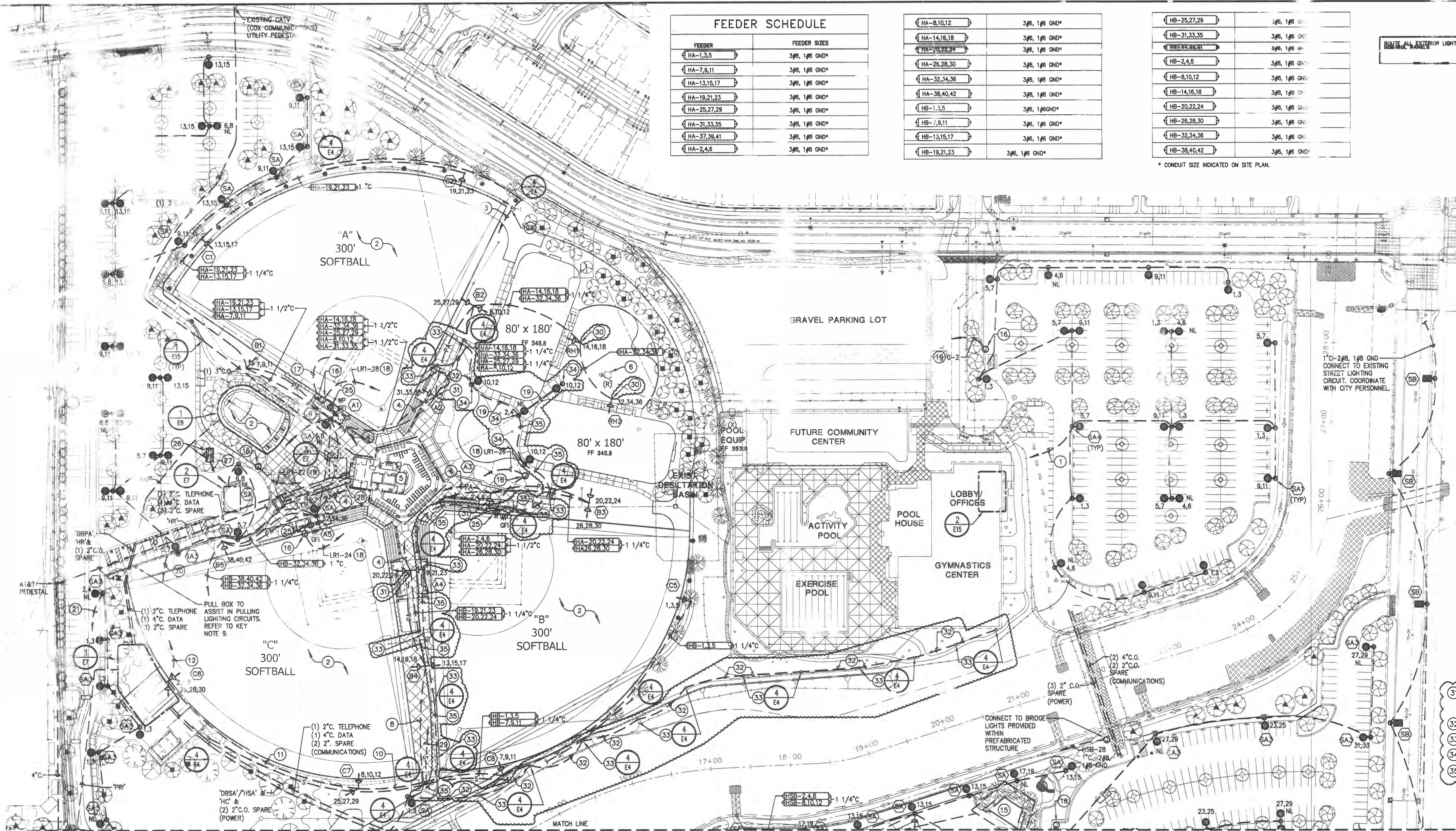
MATCHLINE SEE SHEET NO. LI-1.29

CONSTRUCTION RECORD		REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK	SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	ACCEPTED	CITY OF SANTEE		DEPARTMENT OF DEVELOPMENT SERVICES	DRAWING NO.
CONTRACTOR			5.20.13		As-built			HORZ -	FIELD	RJE	HEC	SNL	2/20/08	2/20/08	IMPROVEMENT PLANS FOR:		TOWN CENTER COMMUNITY PARK - PHASE 2	2007-1060
INSPECTOR								VERT -	TRAFFIC	PLANS PREPARED UNDER THE SUPERVISION OF		DATE	BY	BY	TOWN CENTER COMMUNITY PARK - PHASE 2		LANDSCAPE IRRIGATION PLAN	2007-1060
DATE COMPLETED										RCE NO. 1771		EXPIRES 11/30/08	PRINCIPAL CIVIL ENGINEER	CITY ENGINEER	SHEET 24 OF 279			

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www.mig.com







FEEDER SCHEDULE	
FEEDER	FEEDER SIZES
HA-1,3,5	3/8, 1/8 GND*
HA-7,9,11	3/8, 1/8 GND*
HA-13,15,17	3/8, 1/8 GND*
HA-19,21,23	3/8, 1/8 GND*
HA-25,27,29	3/8, 1/8 GND*
HA-31,33,35	3/8, 1/8 GND*
HA-37,39,41	3/8, 1/8 GND*
HA-2,4,6	3/8, 1/8 GND*

HA-8,10,12	3/8, 1/8 GND*
HA-14,16,18	3/8, 1/8 GND*
HA-20,22,24	3/8, 1/8 GND*
HA-26,28,30	3/8, 1/8 GND*
HA-32,34,36	3/8, 1/8 GND*
HA-38,40,42	3/8, 1/8 GND*
HB-1,3,5	3/8, 1/8 GND*
HB-7,9,11	3/8, 1/8 GND*
HB-13,15,17	3/8, 1/8 GND*
HB-19,21,23	3/8, 1/8 GND*

HB-25,27,29	3/8, 1/8 GND*
HB-31,33,35	3/8, 1/8 GND*
HB-37,39,41	3/8, 1/8 GND*
HB-2,4,6	3/8, 1/8 GND*
HB-8,10,12	3/8, 1/8 GND*
HB-14,16,18	3/8, 1/8 GND*
HB-20,22,24	3/8, 1/8 GND*
HB-26,28,30	3/8, 1/8 GND*
HB-32,34,36	3/8, 1/8 GND*
HB-38,40,42	3/8, 1/8 GND*



\* CONDUIT SIZE INDICATED ON SITE PLAN.

### KEY NOTES SHEET E1 AND E2

- 1 G-1,3,5,7,9,11,4,6.  
1 1/4" C. 8/8, 1/8 GND. PROVIDE #8 CONDUCTORS FOR FULL LENGTH OF BRANCH CIRCUIT.

2 AVOID ROUTING CONDUITS THROUGH ANY PORTION OF SOFTBALL ARENAS OR SOCCER FIELDS.

3 (1) 1" C. SCOREBOARD CONDUCTOR TO BOX AT BACK OR BACKSTOP. EACH FIELD TO BE PROVIDED WITH ONE CONDUIT.

4 1 1/4" C. FULL LENGTH FUTURE PUBLIC ADDRESS CONDUCTORS. ROUTE TO RESTAURANT TELEPHONE BACKBOARD AS DIRECTED BY OWNER.

5 RESTAURANT FACILITY. REFER TO BUILDING PORTION OF DESIGN.

6 REMOVE EXISTING POLE MOUNTED FIXTURE AND RETURN TO OWNER. REMOVE CONDUIT AND CIRCUIT FEEDING TO FIXTURE. MAINTAIN CIRCUITING TO OTHER EXISTING FIXTURES TO REMAIN.

7 HA-1,3,5  
HA-7,9,11  
HA-13,15,17  
HA-19,21,23  
HA-25,27,29  
HA-31,33,35  
HA-37,39,41  
HA-2,4,6  
1 1/2" C.  
1 1/2" C.  
1 1/2" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.

8 HA-1,3,5  
HA-7,9,11  
HA-13,15,17  
HA-19,21,23  
HA-25,27,29  
HA-31,33,35  
HA-37,39,41  
HA-2,4,6  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.

9 HA-1,3,5  
HA-7,9,11  
HA-13,15,17  
HA-19,21,23  
HA-25,27,29  
HA-31,33,35  
HA-37,39,41  
HA-2,4,6  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.

10 HA-1,3,5  
HA-7,9,11  
HA-13,15,17  
HA-19,21,23  
HA-25,27,29  
HA-31,33,35  
HA-37,39,41  
HA-2,4,6  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.

11 HA-1,3,5  
HA-7,9,11  
HA-13,15,17  
HA-19,21,23  
HA-25,27,29  
HA-31,33,35  
HA-37,39,41  
HA-2,4,6  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.

12 HA-1,3,5  
HA-7,9,11  
HA-13,15,17  
HA-19,21,23  
HA-25,27,29  
HA-31,33,35  
HA-37,39,41  
HA-2,4,6  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.  
1 1/4" C.

13 HA-37,39,41  
HA-32,34,36  
1 1/4" C.

14 CONCESSION STAND. REFER TO BUILDING PORTION OF DESIGN.

15 AMPHITHEATER. REFER TO BUILDING PORTION OF DESIGN.

16 CONNECT TO IRRIGATION CONTROLLER.

17 1" C. O.T. TO TELEPHONE BACKBOARD AT BUILDING WHICH POWER IS FED FROM FOR IRRIGATION CONTROLLER.

18 1" C. 2/8, 1/8 GND. REFER TO BUILDING ELECTRICAL PLAN FOR ADDITIONAL INFORMATION.

19 1" C. 2/8, 1/8 GND.

20 PKG-5,7,8,9,11,13,15.  
1 1/2" C. 8/8, 1/8 GND. FULL LENGTH OF BRANCH CIRCUIT.

21 PKG-1,3,2,4,10,12.  
1 1/2" C. 6/8, 1/8 GND. FULL LENGTH OF BRANCH CIRCUIT UNLESS OTHERWISE NOTED.

22 HSB-23,25,27,29,31,33.  
1 1/2" C. 6/8, 1/8 GND. FULL LENGTH OF BRANCH CIRCUIT.

23 1" C. 4/8, 1/8 GND. FULL LENGTH OF BRANCH CIRCUIT.

24 ROUTE RGS CONDUIT UNDER FOOTING OF PERTAINING WALL WITH CONCRETE SLURRY BACKFILL. COORDINATE WITH STRUCTURAL CONTRACTOR.

25 RECESS DEVICE +36" AFF. IN DUGOUT. COORDINATE EXACT LOCATION WITH ARCHITECT.

26 FLOW SWITCH AND TAMPER SWITCH TO BACKFLOW PREVENTOR.

27 1" C. 4/8 TO FACP IN RESTAURANT.

28 3/4" C. DATA AND 1" C. PHONE TO RESTAURANT BUILDING.

29 (2) 1" C. SCOREBOARD CONDUCTORS TO BOX AT BACK OR BACKSTOP. EACH FIELD TO BE PROVIDED WITH ONE CONDUIT.

30 PROVIDE ONE ADDITIONAL FIXTURE HEAD ON RH1 & RH2 POLES. AIM TOWARDS RECREATIONAL AREA AWAY FROM SOCCER RING.

- 31 PLACE A2, A3, A4 FIXTURES ON SEPARATE RELAY TO BRING THESE LIGHTS ON AFTER PLAY ENDS FOR EXITING.

32 1" C.O. SPARE (POWER).

33 FUTURE 'SA' POLE LOCATION.

34 RELOCATED 'SA' POLE LOCATION.

35 1" C. 4/8, 1/8 GND.

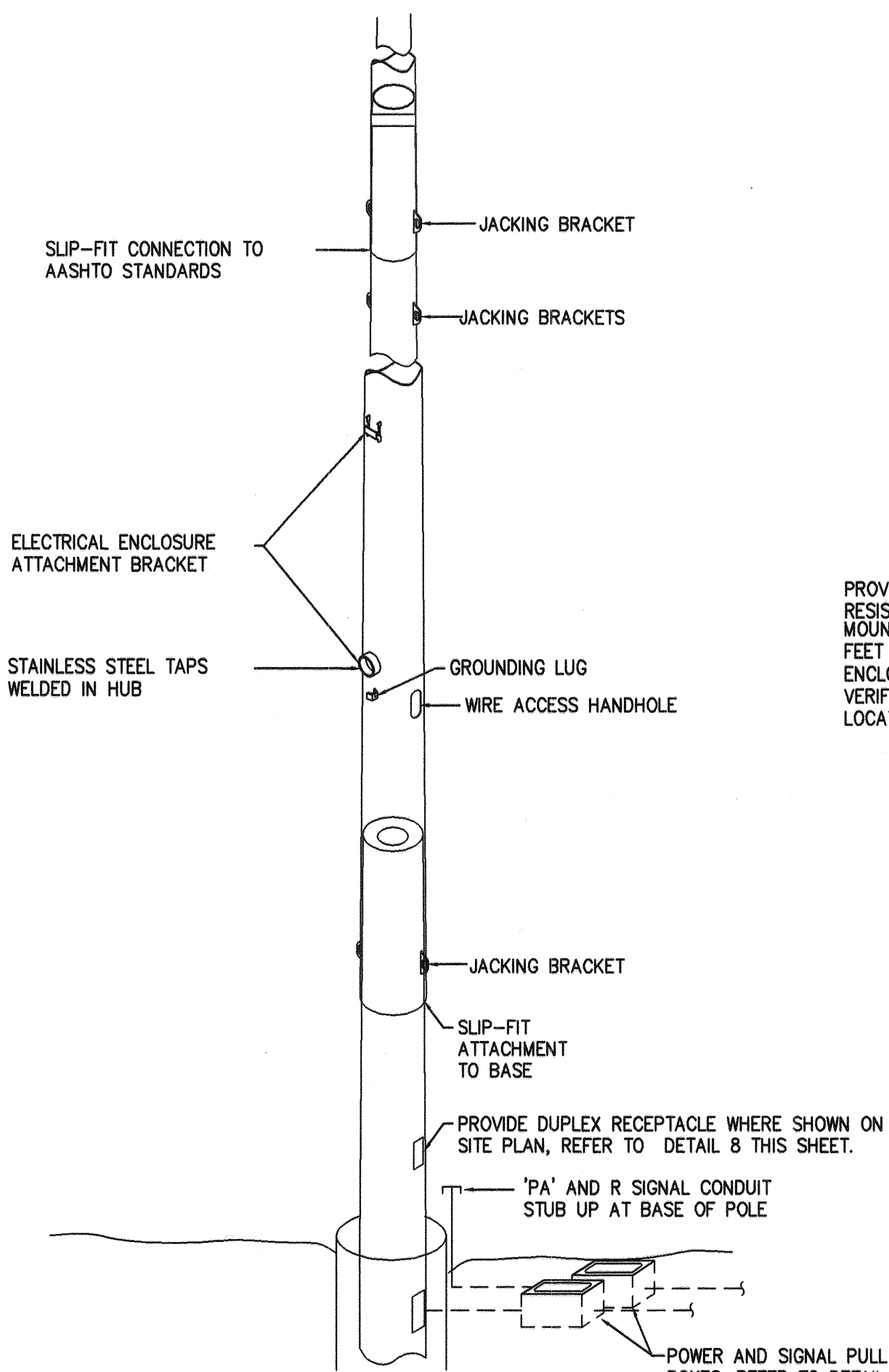


**LSW Engineers**  
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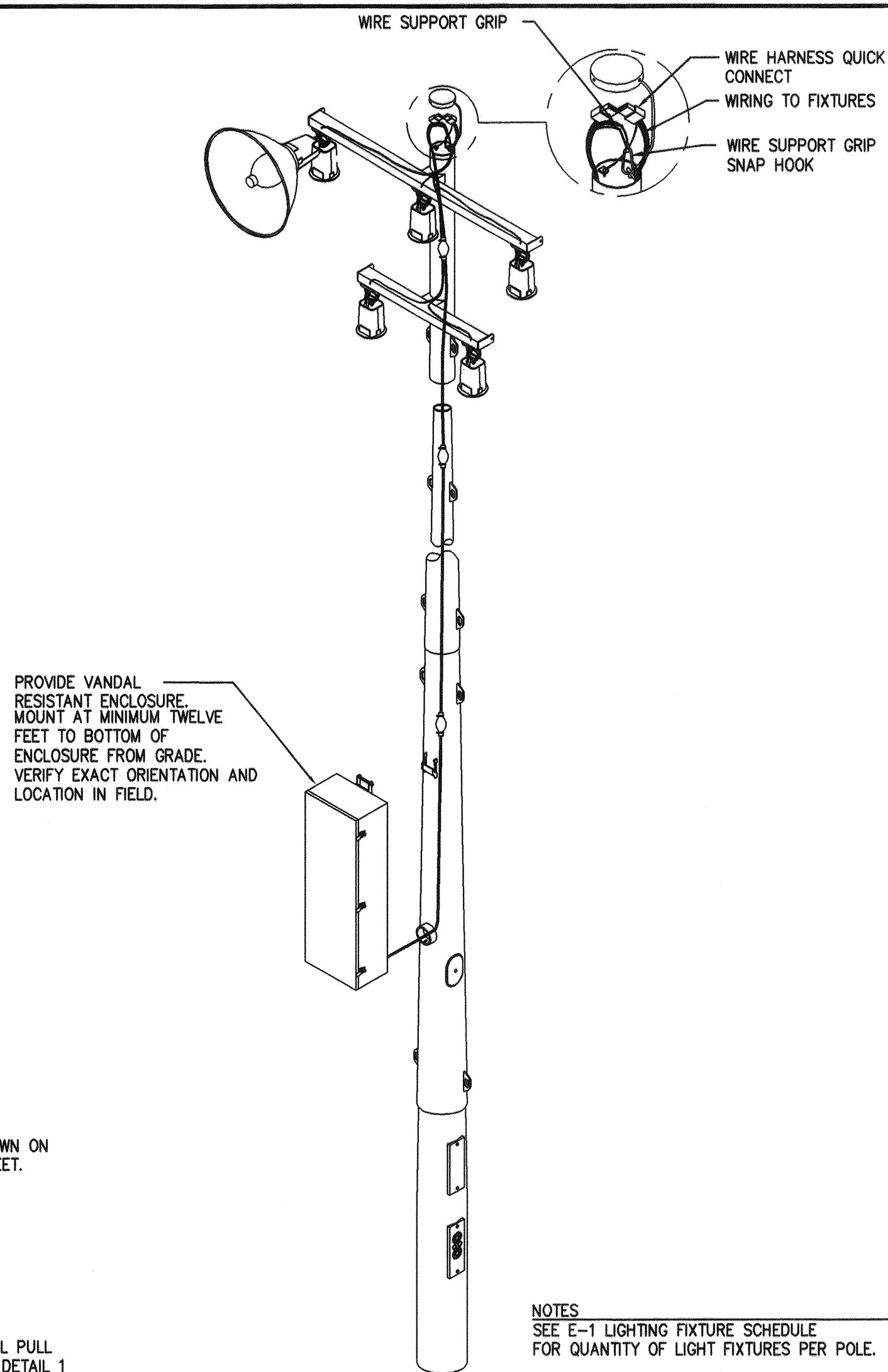
CONSTRUCTION RECORD	REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK	SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	ACCEPTED	CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES	DRAWING NO.
CONTRACTOR		7/16/09	SPJ	SITE LIGHTING			HORZ -	FIELD	SCH	GPY	PJP	BY	BY	IMPROVEMENT PLANS FOR:	TOWN CENTER COMMUNITY PARK - PHASE 2	2007.1078
INSPECTOR							VERT -	TRAFFIC	PLANS PREPARED UNDER THE SUPERVISION OF			ENGINEER	ENGINEER		PARTIAL ELECTRICAL SITE PLAN	SHEET 162 OF 278
DATE COMPLETED									RCE NO. 22610			EXPIRES 12/31/09	EXPIRES			

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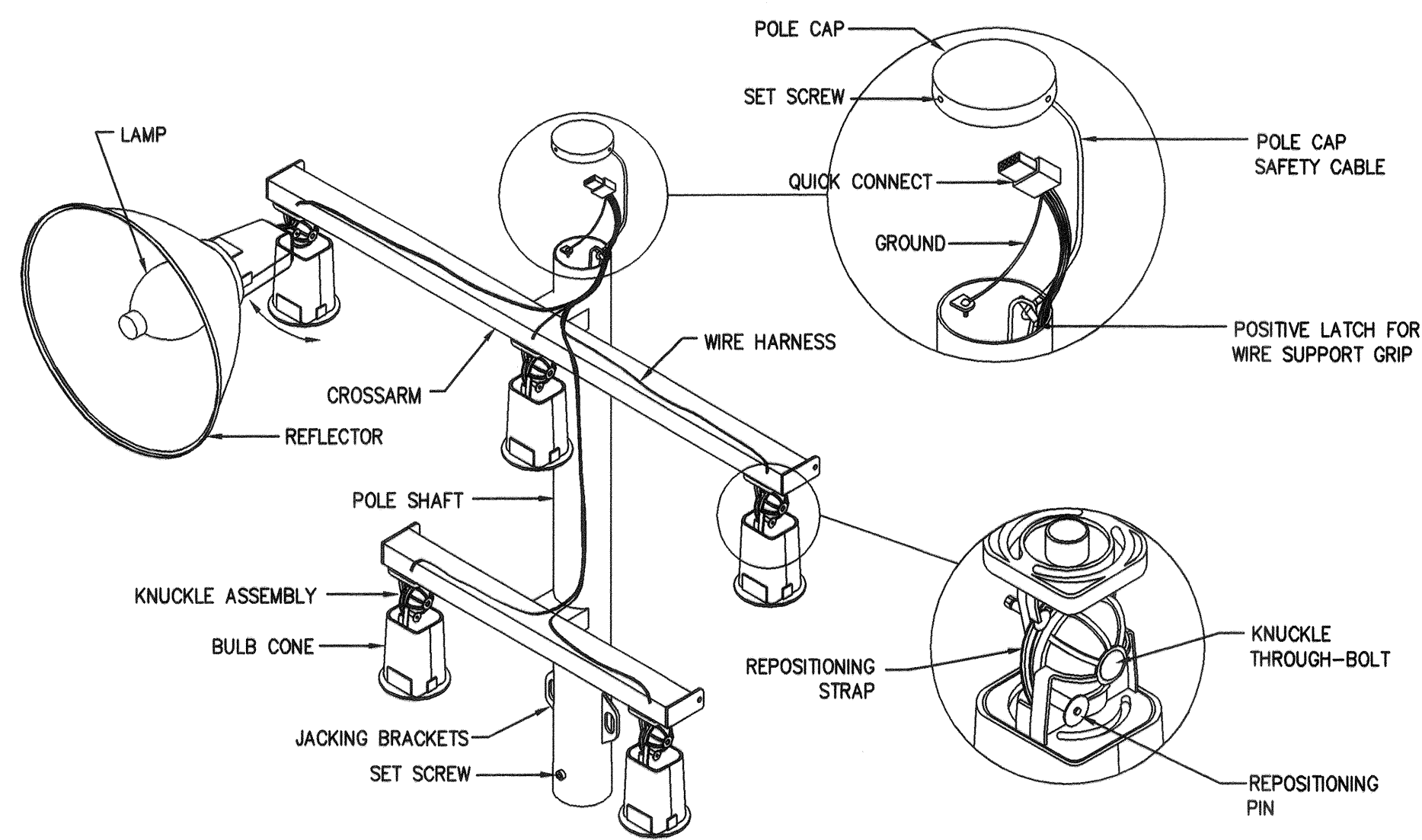




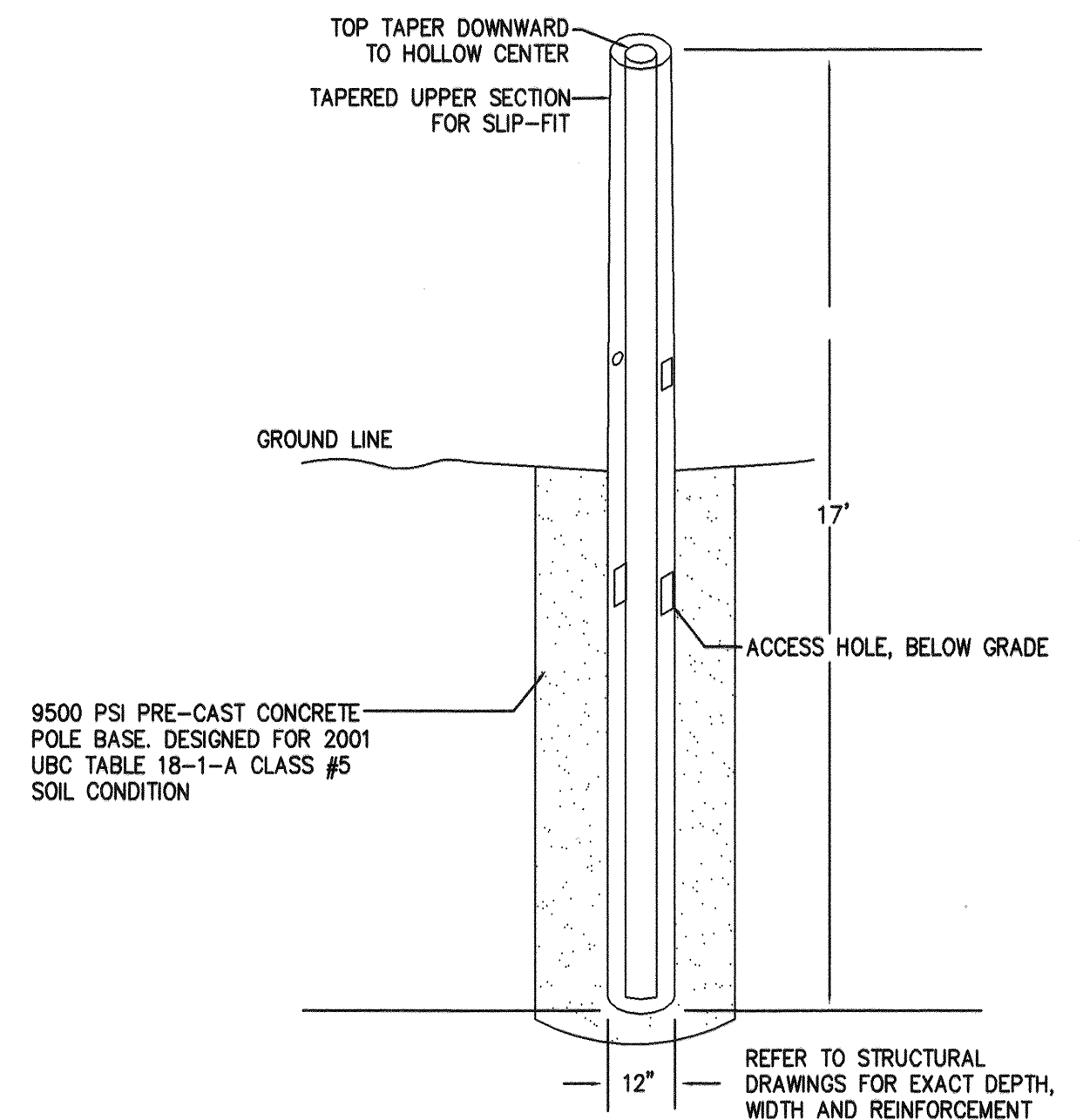
1 POLE DETAIL  
scale: NONE



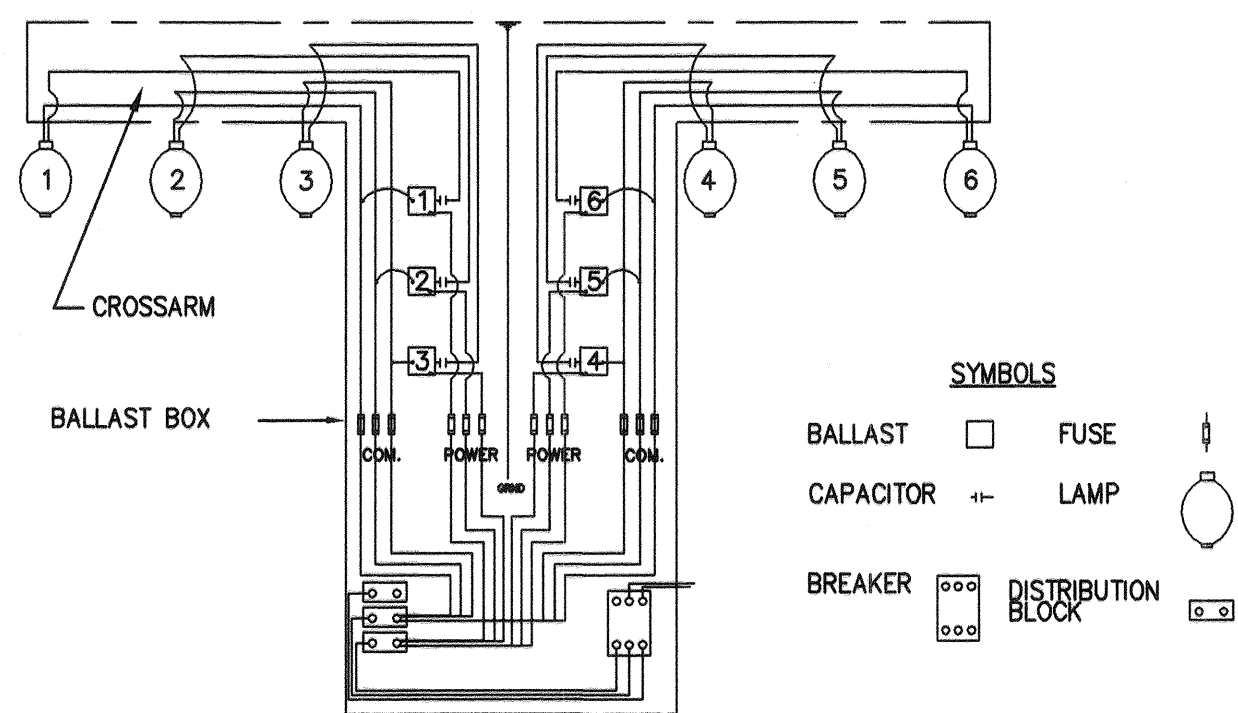
2 POLE DETAIL  
scale: NONE



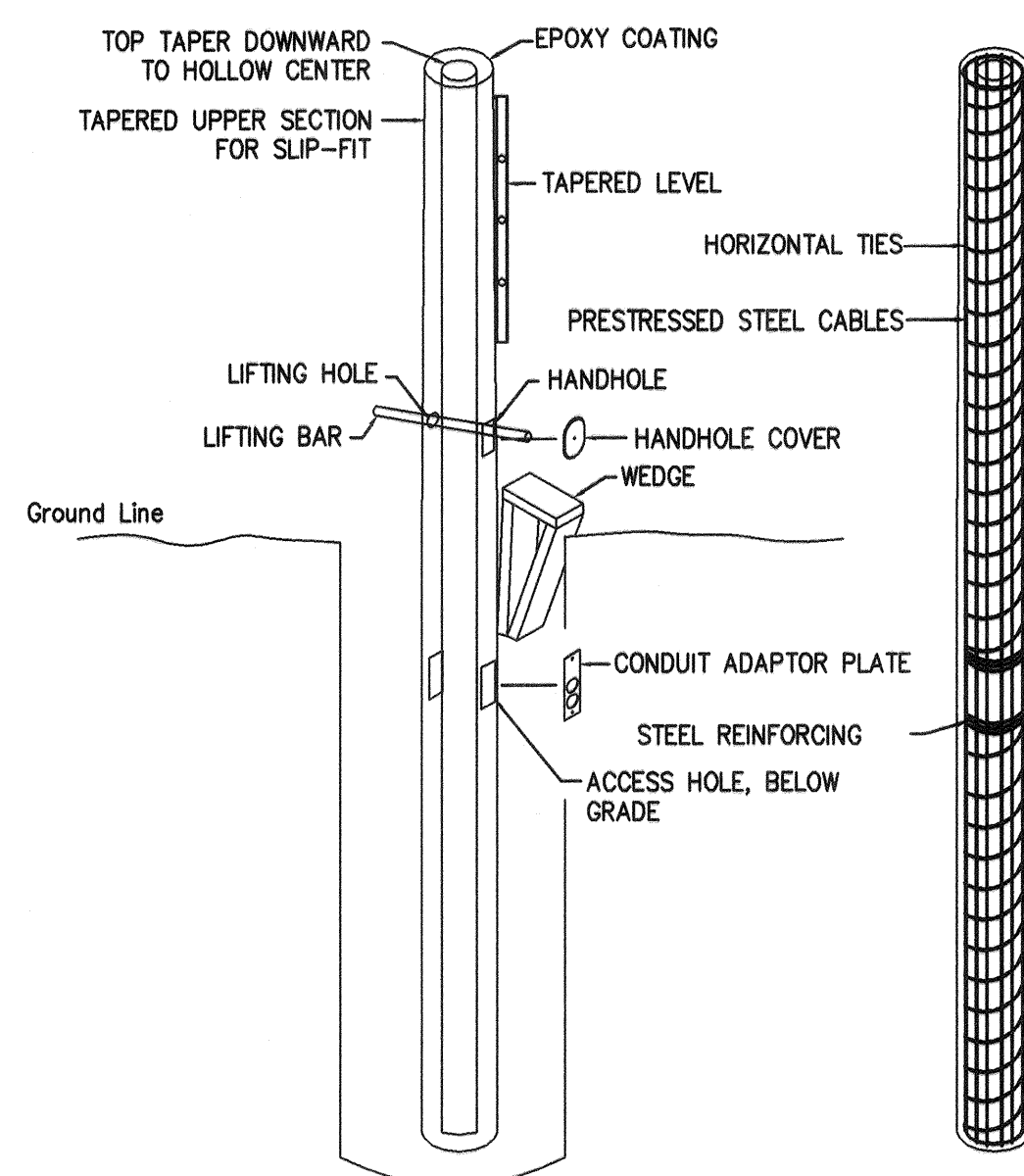
3 POLE HEAD DETAIL  
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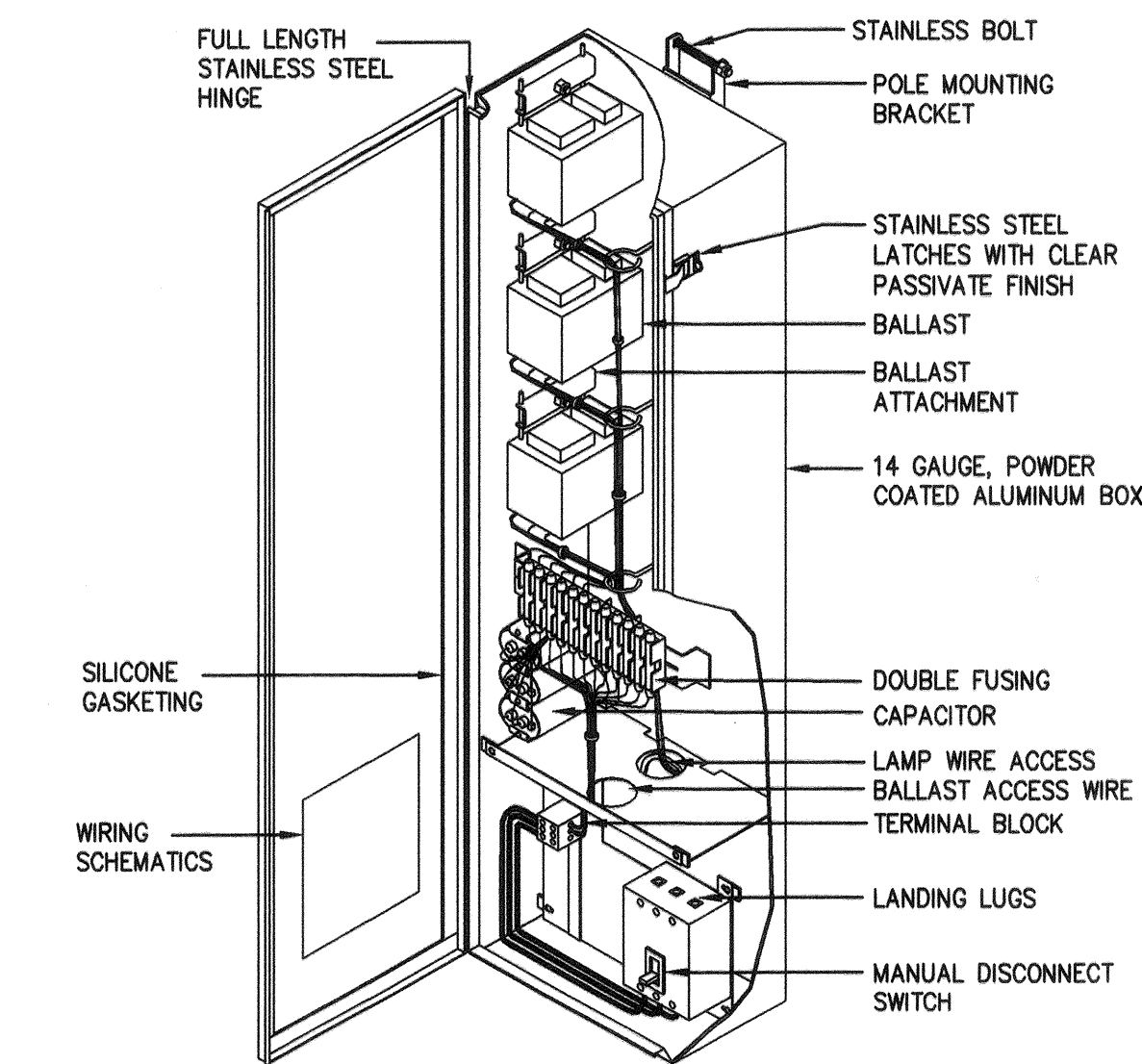
4 POLE FOUNDATION DETAIL  
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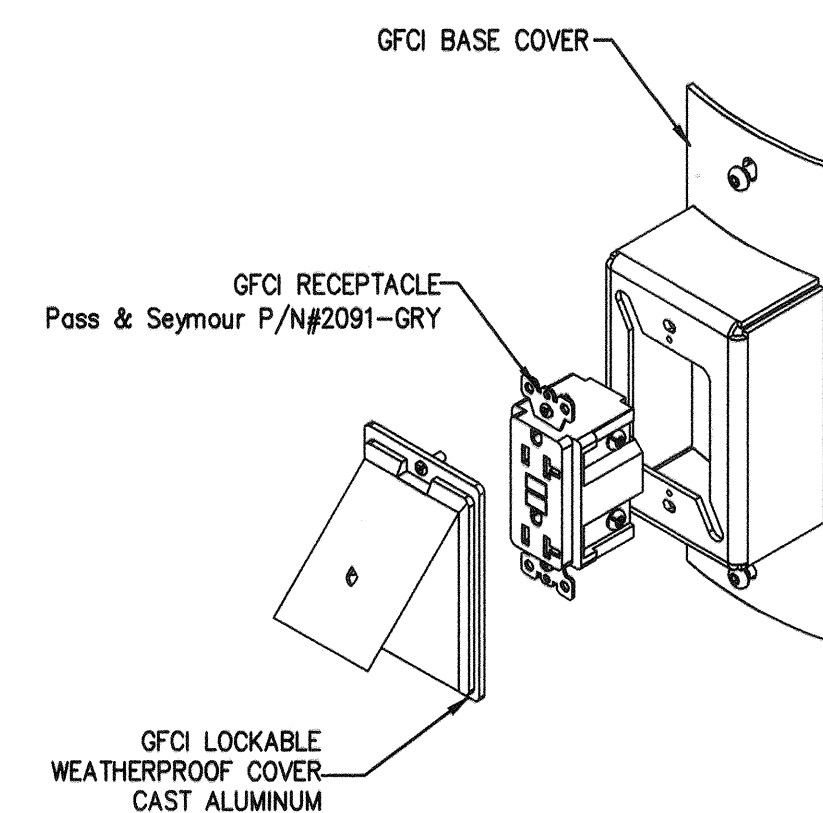
5 WIRING SCHEMATIC  
scale: NONE



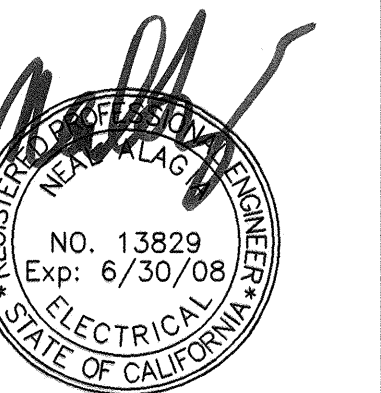
6 POLE MOUNTING DETAIL  
scale: NONE



7 POLE BOX DETAIL  
scale: NONE



8 POLE MOUNTED DEVICE DETAIL  
scale: NONE

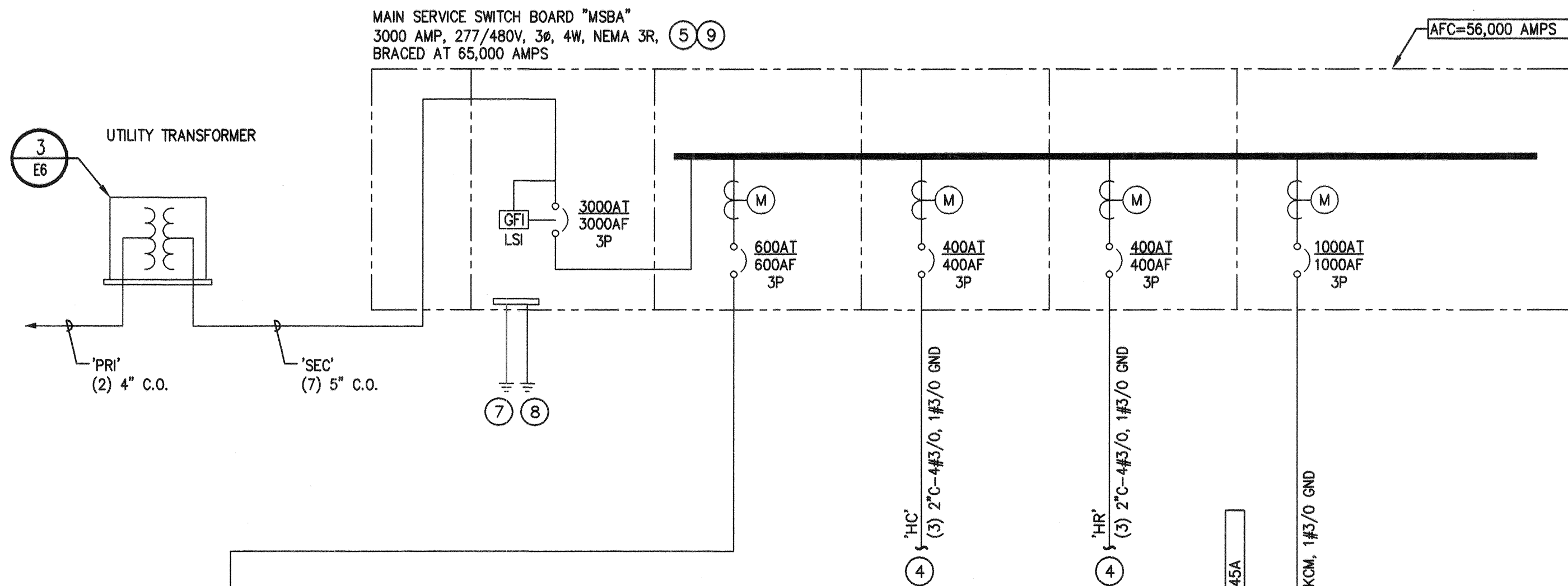


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Telephone: 858-268-3224  
Facsimile: 858-268-1739  
Project No.: 2006745.000  
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CONSTRUCTION RECORD	REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK	SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	ACCEPTED	CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES	DRAWING NO.
CONTRACTOR		5-20-0	AS-01112				HORZ -	FIELD	SCH	GPY	PJP	2/20/08	2/20/08	IMPROVEMENT PLANS FOR:	TOWN CENTER COMMUNITY PARK - PHASE 2	2007-1085
INSPECTOR							VERT -	TRAFFIC	PLANS PREPARED UNDER THE SUPERVISION OF			BY: [Signature]	BY: [Signature]		ELECTRICAL SPORTS LIGHTING DETAILS	SHEET 26 OF 279
DATE COMPLETED									RCE NO. 22810	DATE EXPIRES 12/31/09		RCE NO. 47180	EXPIRES 12/31/09			

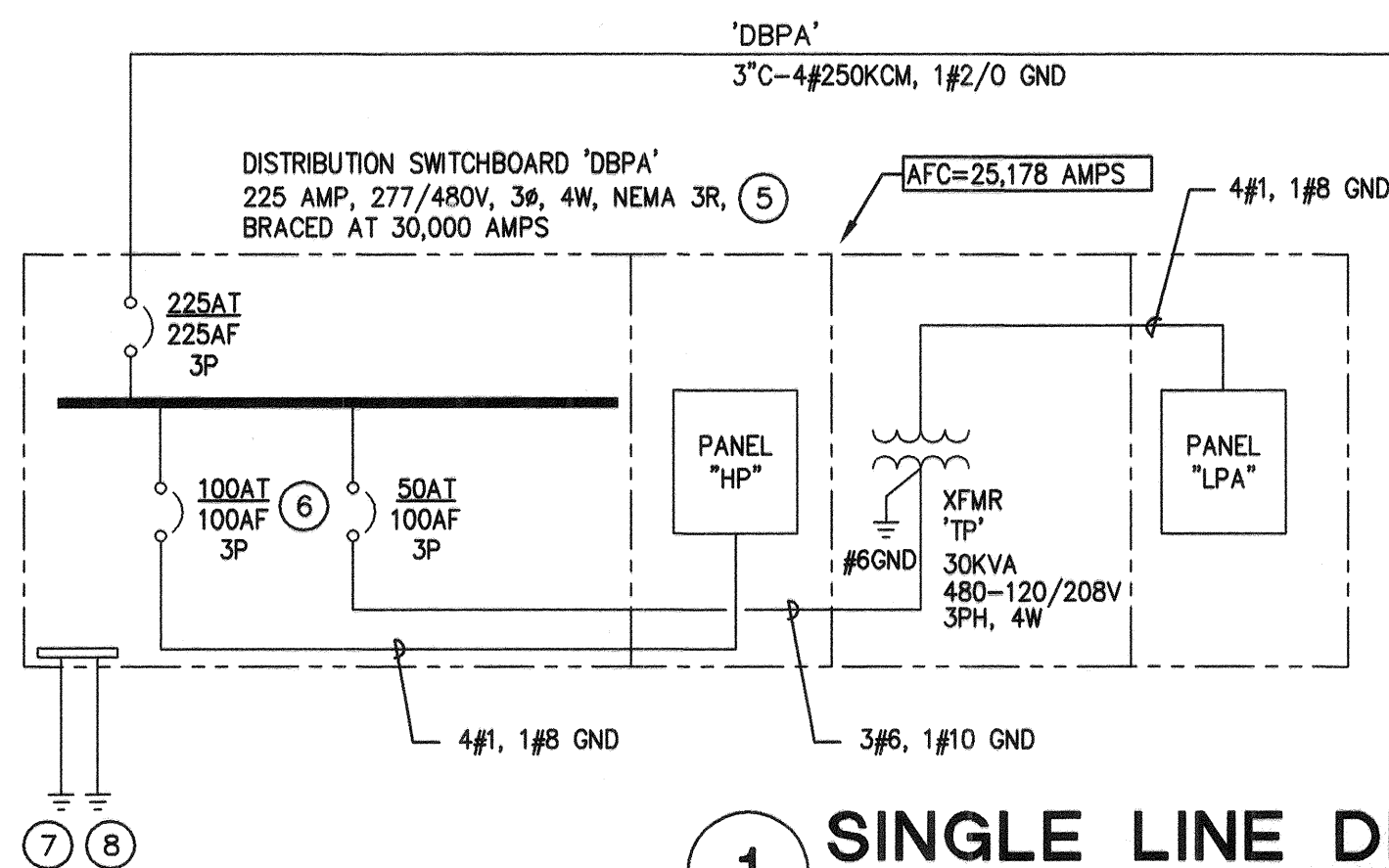
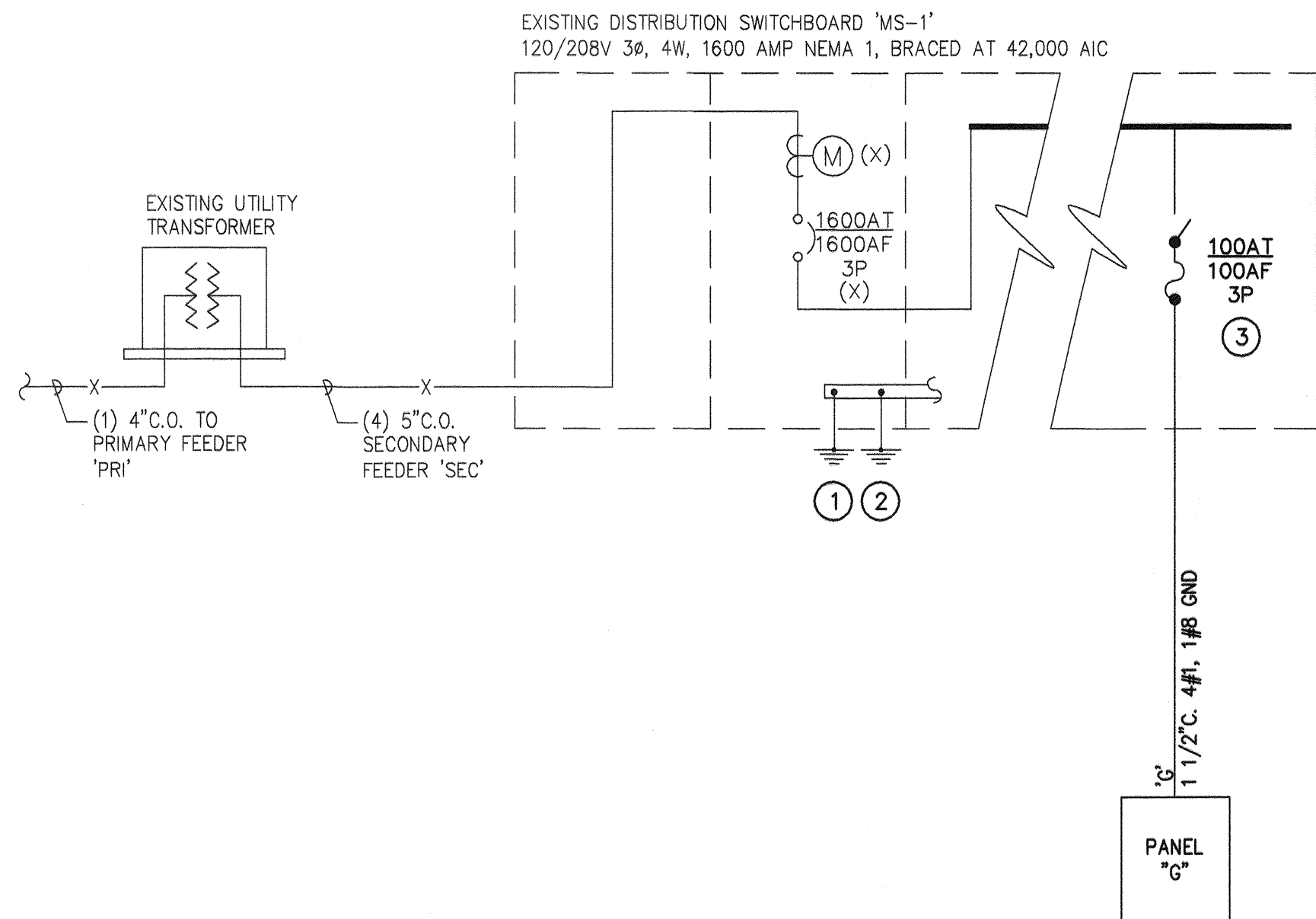
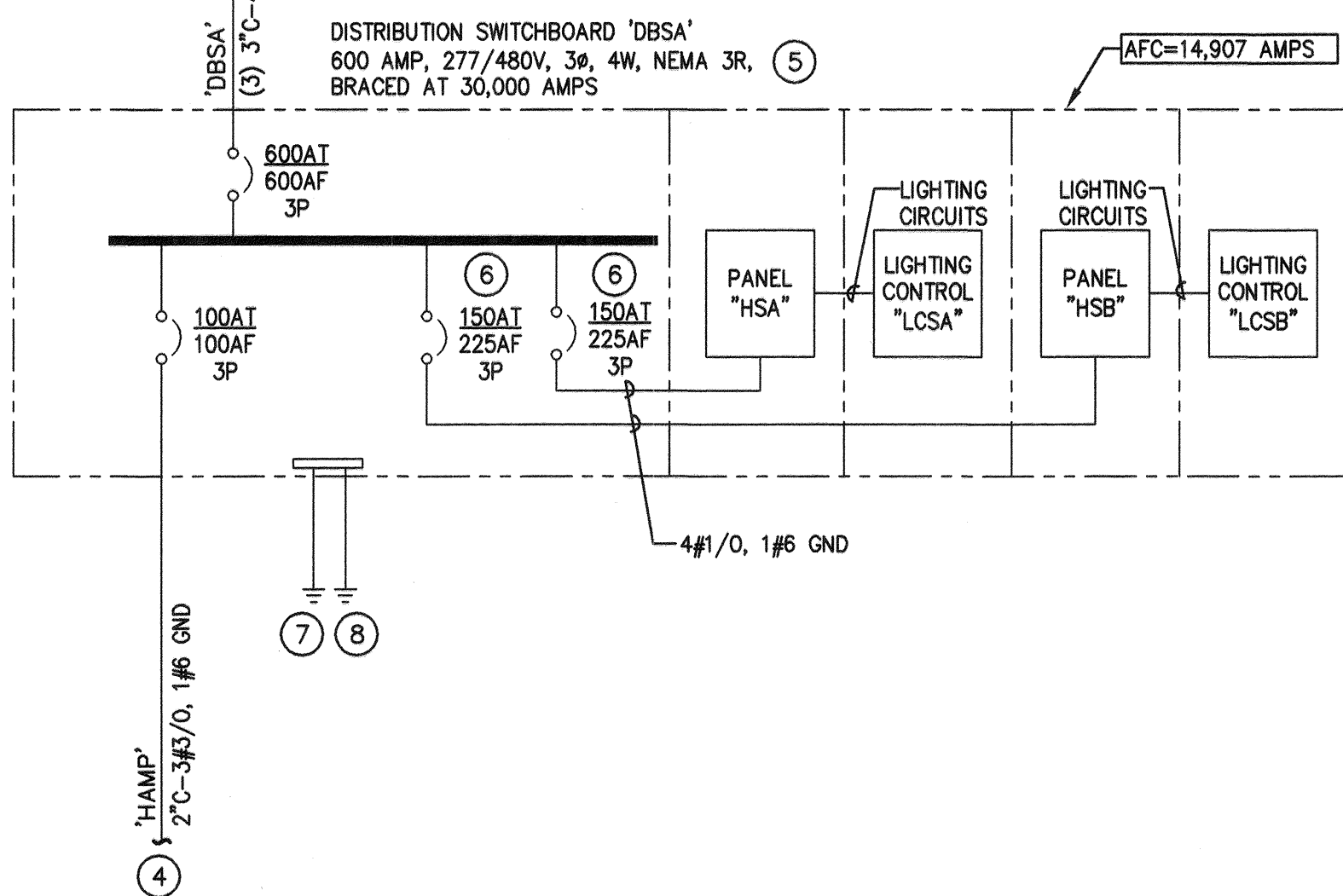
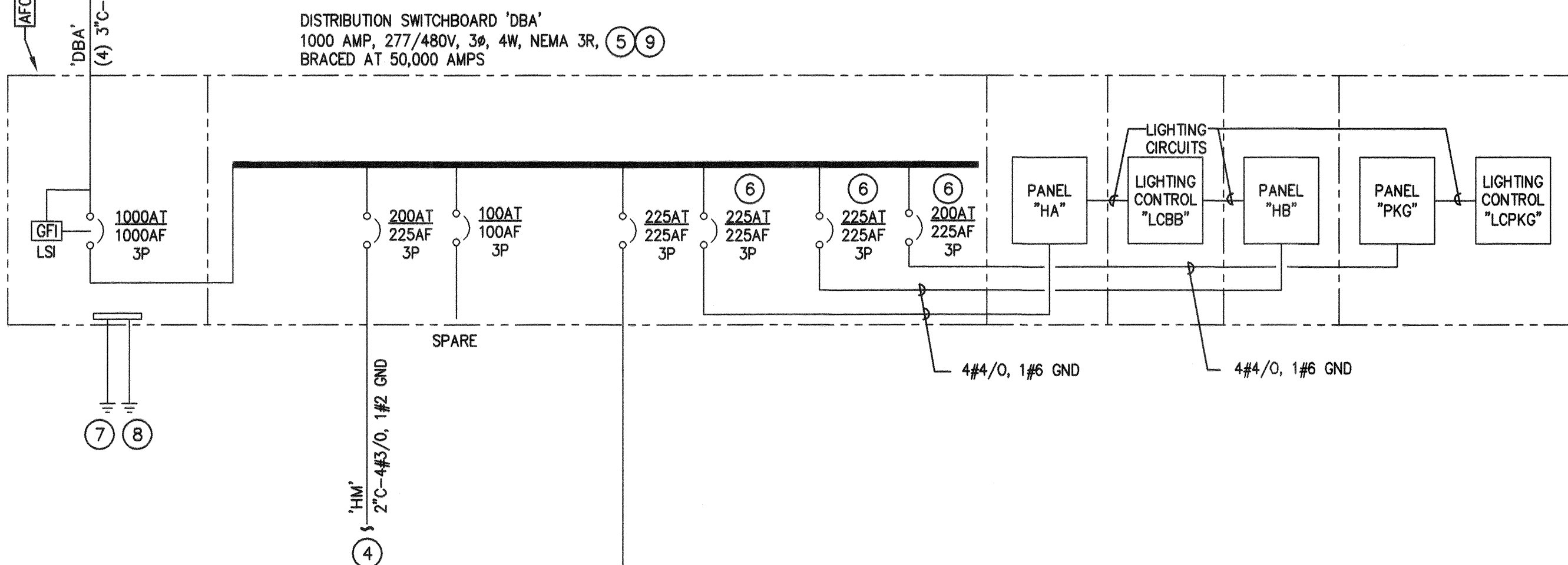
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# SINGLE LINES NOTES

- EXISTING #4 BARE CU UFER GROUND.
- EXISTING 1 1/2" C - #3/0 GND TO BUILDING STEEL, COLD WATER PIPE PER SECTION 250 NEC
- FUSE LIMITS FAULT CURRENT TO LESS THAN 10,000 AMPS. PROVIDE BUSSMAN LPN-RK FUSES.
- REFER TO BUILDING ELECTRICAL PLANS FOR MORE INFORMATION.
- REFER TO SHEET E-14 FOR SWITCHBOARD ELEVATIONS.
- SERIES RATE FEEDER BREAKER WITH PANEL TO LIMIT FAULT CURRENT TO LESS THAN 14,000 AMPS.
- #4 UFER GROUND.
- #3/0 GND TO MINIMUM TWO GROUND RODS 3/4"x10'-0" SPACE EIGHT FEET APART.
- PROVIDE BUSS EXTENSIONS FOR FUTURE SECTION.



## 1 SINGLE LINE DIAGRAM

scale: NONE

## 2 YMCA SINGLE LINE DIAGRAM

scale: NONE



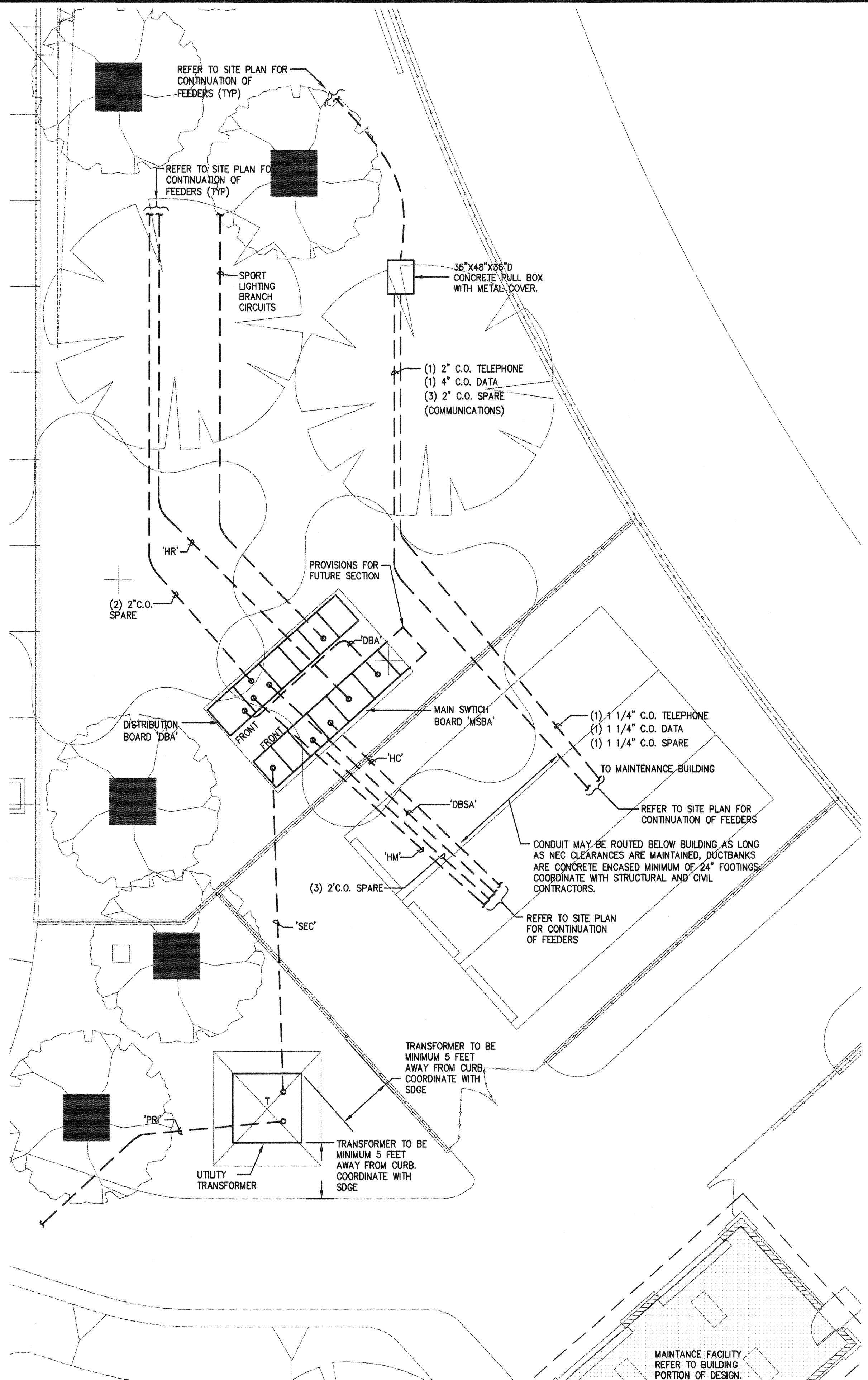
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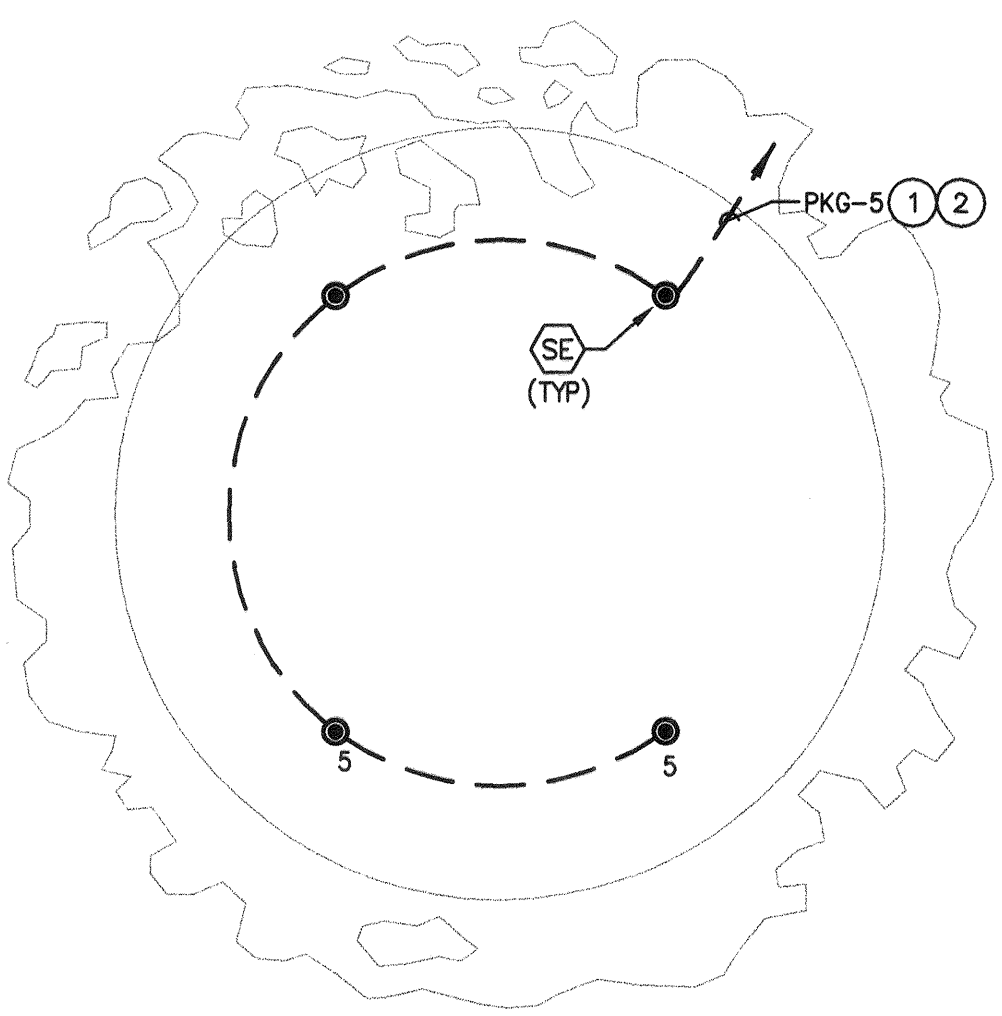
CONSTRUCTION RECORD	REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK	SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	ACCEPTED	CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES	DRAWING NO.
CONTRACTOR		3/20/08	ASQUILLO				HORZ -	FIELD	SCH	GPY	PJP	2/20/08	2/20/08			
INSPECTOR							VERT -	TRAFFIC	PLANS PREPARED UNDER THE SUPERVISION OF			BY	BY			
DATE COMPLETED									RCE NO. 22610	DATE	EXPIRES 12/31/09	RCE NO. 47180	EXPIRES 12/31/09			

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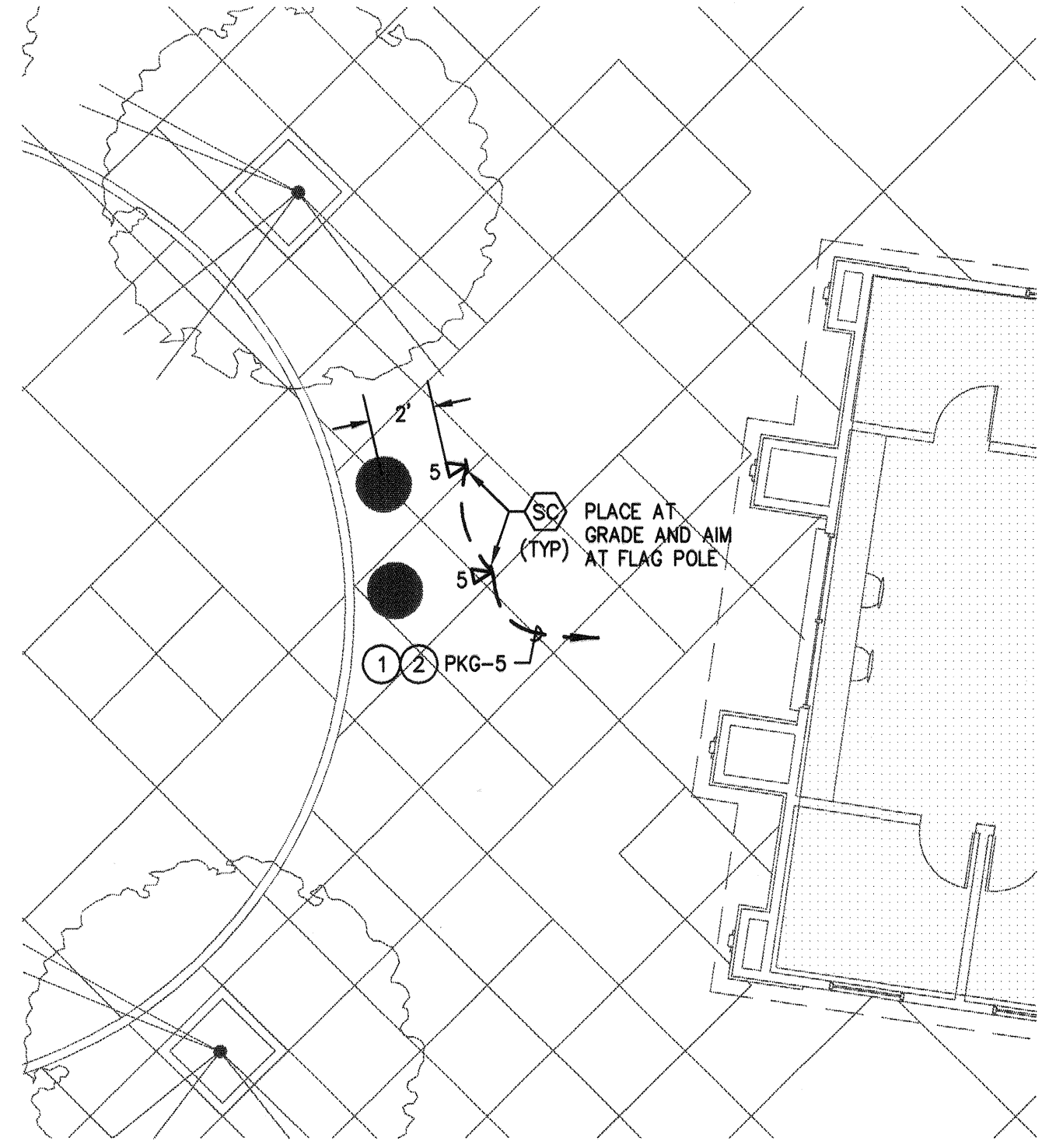
1 ENLARGED ELECTRICAL EQUIPMENT LOCATION  
scale: 1/8"=1'-0"



DETAIL NOTES

- 1 1"-2#10, 1#10 GND. FULL LENGTH OF CIRCUIT.
- 2 ROUTE THROUGH TIME/CLOCK AND CONTACTOR IN SWITCHBOARD 'DBA'.

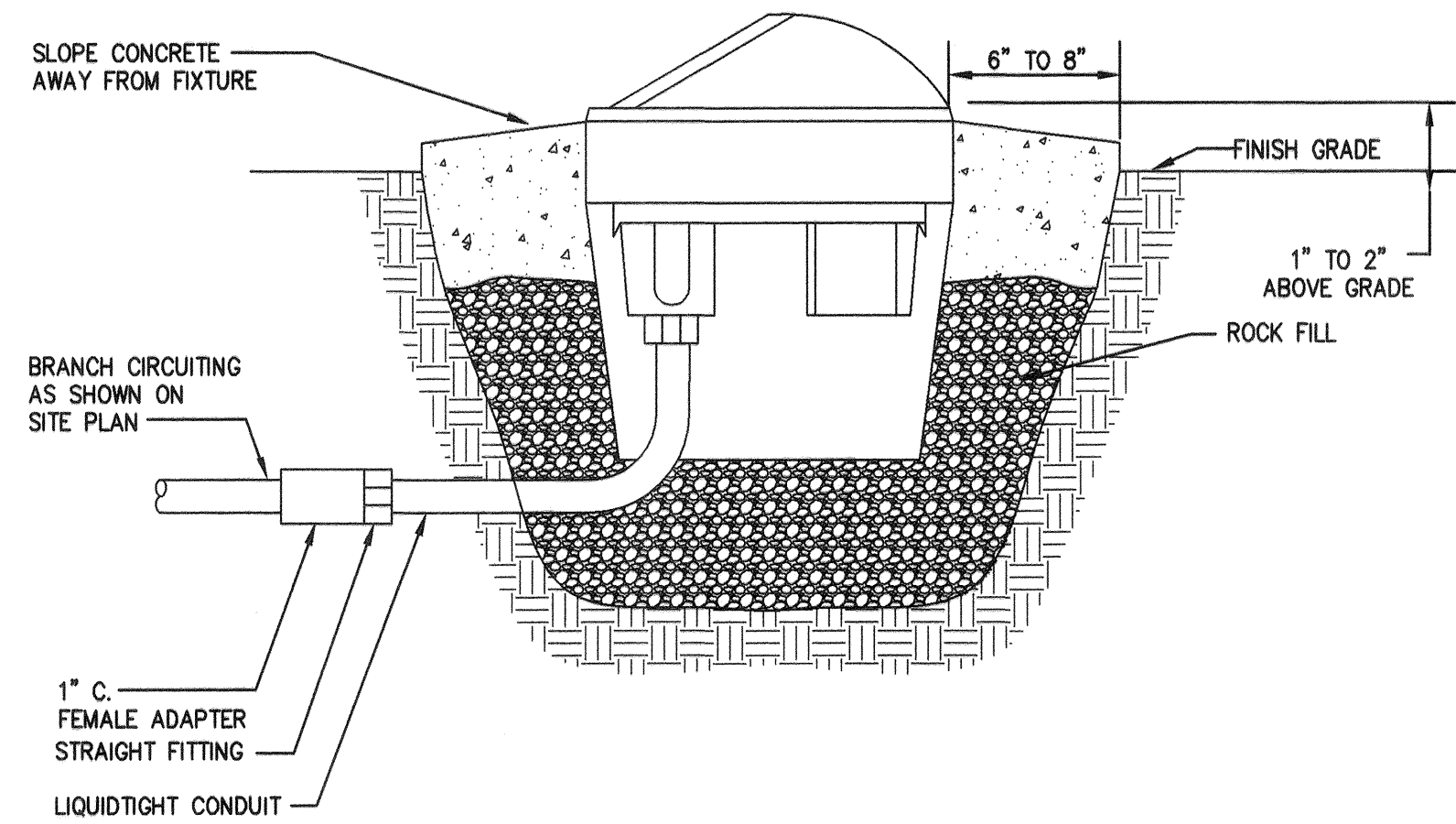
2 MONUMENT LIGHTING DETAIL  
scale: 1/8"=1'-0"



DETAIL NOTES

- 1 1"-2#10, 1#10 GND. FULL LENGTH OF CIRCUIT.
- 2 ROUTE THROUGH TIME/CLOCK AND CONTACTOR IN SWITCHBOARD 'DBA'.

3 ENLARGED LIGHTING POLE FLAG  
scale: 1/8"=1'-0"



4 DIRECT BURIAL FIXTURE TYPE 'SD' DETAIL  
scale: 1/8"=1'-0"

CONSTRUCTION RECORD				REFERENCES				DATE				BY				REVISIONS				ACPTD				BENCH MARK				SCALE				OFFICE				DESIGNED BY				DRAWN BY				CHECKED BY				REVIEWED 2/20/08				ACCEPTED 2/20/08				CITY OF SANTEE				DEPARTMENT OF DEVELOPMENT SERVICES				DRAWING NO.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
CONTRACTOR								5-20-08				AS-BUILT																HORIZ -				FIELD				SCH				GPY				PJP				BY [Signature]				BY [Signature]				IMPROVEMENT PLANS FOR:				TOWN CENTER COMMUNITY PARK - PHASE 2				2007-087																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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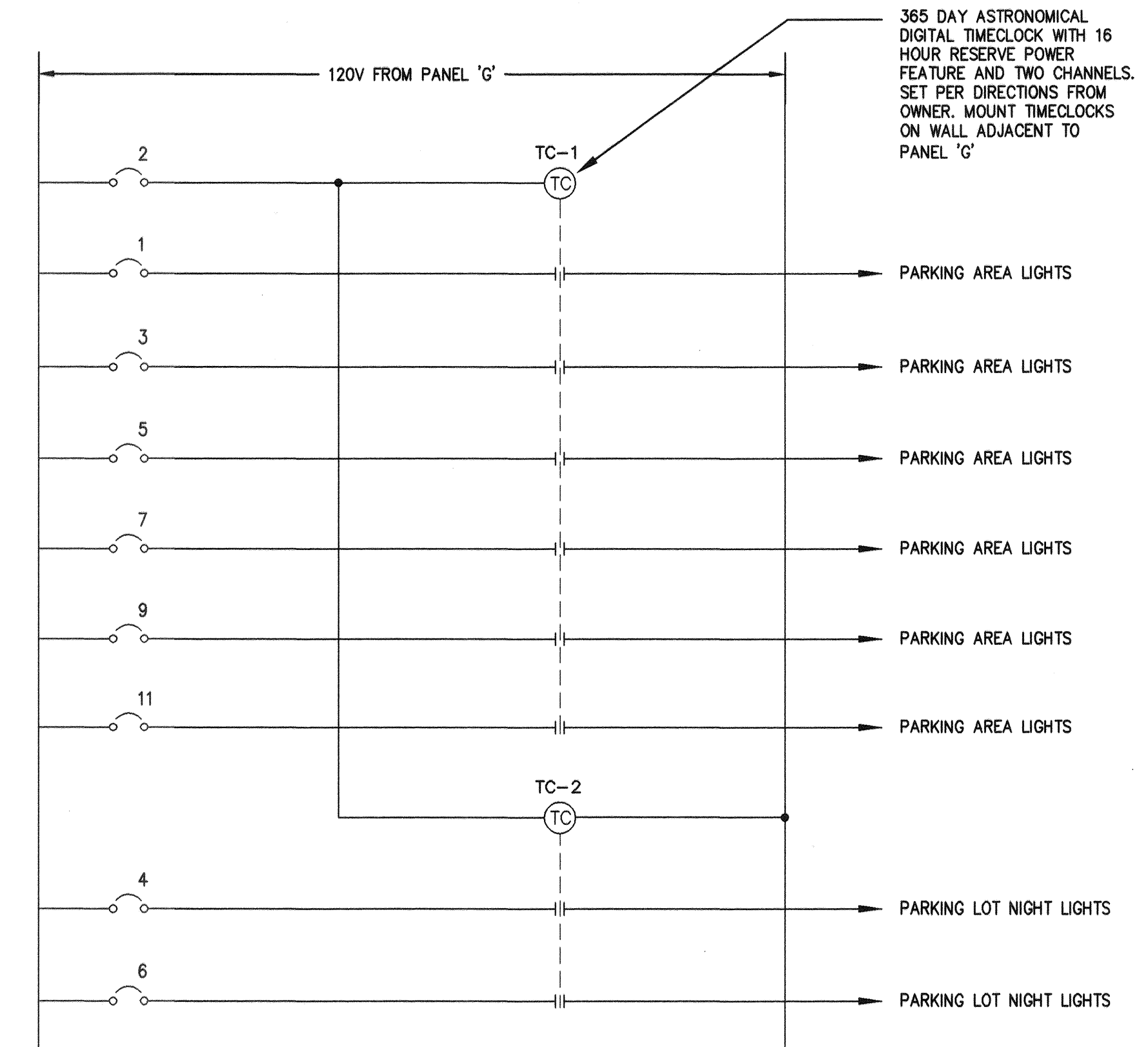


Panel: HP		Mains: L.O.		Voltage: 480Y/277V, 3ø, 4W 225A	
Mounting: CABINET		Type: BOLT-ON		Min. A.I.C.: 14,000	
Use and/or Area Served	C/B	Cr. Nb.	Load Ø A Ø B Ø C	C/B	Use and/or Area Served
L BATTING CAGE LIGHTS	20	1	2400	20	SPARE
L		3	2400	20	
L		5	2400	20	
SPARE	20	7		20	SPARE
		9		20	
		11		20	
SPARE	20	13		20	SPARE
SPARE	20	15		20	SPARE
SPARE	20	17		20	SPARE
SPARE	20	19		20	SPARE
SPARE	20	21		20	SPARE
SPARE	20	23		20	SPARE
SPACE		25		20	SPACE
SPACE		27		20	SPACE
SPACE		29		20	SPACE
SPACE		31		20	SPACE
SPACE		33		20	SPACE
SPACE		35		20	SPACE
SPACE		37		20	SPACE
SPACE		39		20	SPACE
SPACE		41		20	SPACE
Total Connected Load (VA):		2400	2400	2400	NOTES:
+ 25% of Continuous Load:		600	600	600	
Total Code Load (VA):		3000	3000	3000	
Total Code Load (Amps):		11	11	11	

Panel: LPA		Mains: 100A		Voltage: 208Y/120V, 3ø, 4W 100A	
Mounting: CABINET		Type: BOLT-ON		Min. A.I.C.: 10,000	
Use and/or Area Served	C/B	Cr. Nb.	Load Ø A Ø B Ø C	C/B	Use and/or Area Served
L LIGHTING	20	1	800	20	CONVEYOR
L LIGHTING	20	3	1800	20	SUMP PUMP
L CONTROL PANEL	20	5	1800	20	MOTOR 2
M MOTOR 1	20	7	1800	20	MOTOR 4
M MOTOR 3	20	9	1800	20	RECPT. MT. CONVEY POST
SPARE	20	11	1800	20	RECPT. MT. CONVEY POST
SPARE	20	13		20	SPACE
SPARE	20	15		20	SPACE
SPARE	20	17		20	SPACE
SPACE		19		20	SPACE
SPACE		21		20	SPACE
SPACE		23		20	SPACE
SPACE		25		20	SPACE
SPACE		27		20	SPACE
SPACE		29		20	SPACE
SPACE		31		20	SPACE
SPACE		33		20	SPACE
SPACE		35		20	SPACE
SPACE		37		20	SPACE
SPACE		39		20	SPACE
SPACE		41		20	SPACE
Total Connected Load (VA):		6200	6200	5400	NOTES:
+ 25% of Continuous Load:		200	200	450	
+ 25% of Largest Motor:		450	450	450	
Total Code Load (VA):		6850	6850	6300	
Total Code Load (Amps):		58	58	53	

PANEL SCHEDULE ABBREVIATIONS

M = MECHANICAL LOAD  
L = LIGHTING LOAD  
K = KITCHEN LOAD  
R = RECEPTACLE LOAD



LOAD CALCULATION 'DBA'			
1000 AMP, 277/480, 3PH, 4W, NEMA 3R BRACED AT 50,000 AMPS			
	Ø A	Ø B	Ø C
DISTRIBUTION DBPA	9,850	9,850	9,300
PANEL HM	52,666	52,666	52,666
PANEL HA	36,000	36,000	36,000
PANEL HB	37,800	37,800	37,800
PANEL PKG	4,897	4,572	4,192
Total Connected Load (VA):	141,213	140,888	139,958
+ 25% of Continuous Load:	19080	19143	19048
Total Code Load (VA):	160,293	160,031	159,006
Total Code Load (Amps):	579	578	575

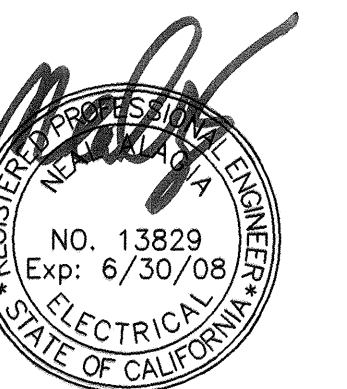
LOAD CALCULATION 'DBPA'			
	Ø A	Ø B	Ø C
PANEL HP	2,400	2,400	2,400
PANEL LPA	6,200	6,200	5,400
Total Connected Load (VA):	8,600	8,600	7,800
+ 25% of Continuous Load:	800	800	1050
+ 25% of Largest Motor:	450	450	450
Total Code Load (VA):	9,850	9,850	9,300
Total Code Load (Amps):	36	36	34

LOAD CALCULATION 'MSBA'			
	Ø A	Ø B	Ø C
DISTRIBUTION "DBSA"	89,183	88,839	87,714
DISTRIBUTION "DBA"	170,378	171,031	168,593
PANEL HC	42,333	42,333	42,333
PANEL HR	56,333	56,333	56,333
Total Connected Load (VA):	358,227	358,536	354,973
Total Code Load (VA):	358,227	358,536	354,973
Total Code Load (Amps):	1294	1295	1282

LOAD CALCULATION 'DBSA'			
	Ø A	Ø B	Ø C
PANEL HAMP	44,320	44,320	44,320
PANEL HSA	18,600	18,600	18,600
PANEL HSB	17,290	17,015	16,115
Total Connected Load (VA):	80,210	79,935	79,035
+ 25% of Continuous Load:	8973	8904	8679
Total Code Load (VA):	89,183	88,839	87,714
Total Code Load (Amps):	322	321	317

# 1 NORTH EAST PARKING LIGHTING CONTROL DIAGRAM

scale: NONE



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Project No.: 2006745.000

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CITY W.O. NO.  
CIP 2006-33  
DRAWING NO.  
**2007-1091**  
SHEET 275 OF 279

CONSTRUCTION RECORD	REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK	SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	ACCEPTED	CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES	IMPROVEMENT PLANS FOR:	TOWN CENTER COMMUNITY PARK - PHASE 2	PANEL SCHEDULE
CONTRACTOR		9/20/08		AS BUILT			HORZ -	FIELD	SCH	GPY	PJP	2/20/08	2/20/08					
INSPECTOR							VERT -	TRAFFIC	PLANS PREPARED UNDER THE SUPERVISION OF			BY	BY					
DATE COMPLETED									RCE NO. 22810			DATE	EXPIRES	12/31/09				

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Panel: HA		Mains: L.O.		Voltage: 480Y/277V, 3ø, 4W, 225A	
Mounting: CABINET		Type: BOLT-ON		Min. A.I.C.: 14,000	
Use and/or Area Served	C/B	Cr. No.	Load Ø A Ø B Ø C	Cr. No.	Use and/or Area Served
FIELD LIGHTING POLE A1	30	1	1800	2	FIELD LIGHTING POLE A3
-	-	3	1800	4	-
-	-	5	1800	6	-
FIELD LIGHTING POLE B1	30	7	4800	8	FIELD LIGHTING POLE B2 EAST
-	-	9	4800	10	-
-	-	11	4800	12	-
FIELD LIGHTING POLE C1	30	13	3000	14	FIELD LIGHTING POLE RH1
-	-	15	3000	16	-
-	-	17	3000	18	-
FIELD LIGHTING POLE C2	30	19	3000	20	FIELD LIGHTING POLE B3 NORTH
-	-	21	3000	22	-
-	-	23	3000	24	-
FIELD LIGHTING POLE B2 WEST	30	25	3000	26	FIELD LIGHTING POLE B3 SOUTH
-	-	27	3000	28	-
-	-	29	3000	30	-
LIGHTING POLE A2 WEST	30	31	1800	32	FIELD LIGHTING POLE RH2
-	-	33	1800	34	-
-	-	35	1800	36	-
SPARE	30	37	2400	38	SPARE
-	-	39	2400	40	-
-	-	41	2400	42	-
Total Connected Load (VA):		36000	36000	36000	NOTES:
+ 25% of Continuous Load:		9000	9000	9000	
Total Code Load (VA):		45000	45000	45000	
Total Code Load (Amps):		163	163	163	

Panel: G		Mains: L.O.		Voltage: 208Y/120V, 3ø, 4W 200A	
Mounting: SURFACE		Type: BOLT-ON		Min. A.I.C.: 10,000	
Use and/or Area Served	C/B	Cr. No.	Load Ø A Ø B Ø C	Cr. No.	Use and/or Area Served
YMCA LIGHTING	20	1	110	2	IRRIGATION CONTROL TIME CLOCK
-	-	3	500	4	SPARE
-	-	5	110	6	-
YMCA LIGHTING	20	7	660	8	SPARE
-	-	9	1100	10	SPARE
-	-	11	1100	12	SPARE
SPARE	20	13	2400	14	SPARE
SPARE	20	15	2400	16	SPARE
SPARE	20	17	2400	18	SPACE
SPARE	20	19	2400	20	SPACE
SPARE	20	21	2400	22	SPACE
SPARE	20	23	2400	24	SPACE
SPARE	20	25	2400	26	SPACE
SPARE	20	27	2400	28	SPACE
SPARE	20	29	2400	30	SPACE
SPARE	20	31	2400	32	SPACE
SPARE	20	33	2400	34	SPACE
SPARE	20	35	2400	36	SPACE
SPARE	20	37	2400	38	SPACE
SPARE	20	39	2400	40	SPACE
SPARE	20	41	2400	42	SPACE
Total Connected Load (VA):		1270	1210	1760	NOTES:
+ 25% of Continuous Load:		193	303	440	
Total Code Load (VA):		1463	1513	2200	
Total Code Load (Amps):		13	13	19	

Panel: HSA		Mains: L.O.		Voltage: 480Y/277V, 3ø, 4W, 225A	
Mounting: CABINET		Type: BOLT-ON		Min. A.I.C.: 14,000	
Use and/or Area Served	C/B	Cr. No.	Load Ø A Ø B Ø C	Cr. No.	Use and/or Area Served
FIELD LIGHTING POLE S10 EAST	30	1	3600	2	LIGHTING POLE S7
-	-	3	3600	4	-
-	-	5	3600	6	-
FIELD LIGHTING POLE S10 WEST	30	7	2400	8	FIELD LIGHTING POLE S9 EAST
-	-	9	2400	10	-
-	-	11	2400	12	-
FIELD LIGHTING POLE S11 EAST	30	13	3600	14	FIELD LIGHTING POLE S9 WEST
-	-	15	3600	16	-
-	-	17	3600	18	-
FIELD LIGHTING POLE S11 WEST	30	19	2400	20	FIELD LIGHTING POLE S6 WEST
-	-	21	2400	22	-
-	-	23	2400	24	-
FIELD LIGHTING PLE S8	30	25	3000	26	FIELD LIGHTING POLE S5 WEST
-	-	27	3000	28	-
-	-	29	3000	30	-
SPARE	30	31	2400	32	SPARE
-	-	33	2400	34	-
-	-	35	2400	36	-
SPARE	30	37	2400	38	SPACE
-	-	39	2400	40	SPACE
-	-	41	2400	42	SPACE
Total Connected Load (VA):		24600	24600	24600	NOTES:
+ 25% of Continuous Load:		6150	6150	6150	
Total Code Load (VA):		30750	30750	30750	
Total Code Load (Amps):		112	112	112	

PANEL SCHEDULE ABBREVIATIONS

M = MECHANICAL LOAD

L = LIGHTING LOAD

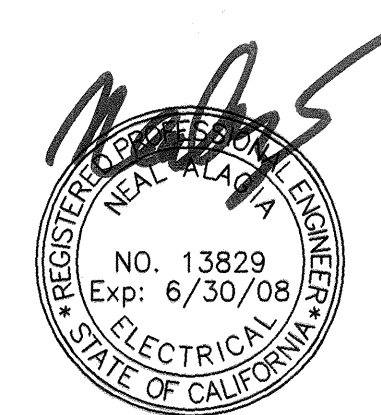
K = KITCHEN LOAD

R = RECEPTACLE LOAD

Panel: HB		Mains: L.O.		Voltage: 480Y/277V, 3ø, 4W 225A	
Mounting: CABINET		Type: BOLT-ON		Min. A.I.C.: 14,000	
Use and/or Area Served	C/B	Cr. No.	Load Ø A Ø B Ø C	Cr. No.	Use and/or Area Served
FIELD LIGHTING POLE C5	30	1	3000	2	FIELD LIGHTING POLE C8 EAST
-	-	3	3000	4	-
-	-	5	3000	6	-
FIELD LIGHTING POLE C6	30	7	3000	8	FIELD LIGHTING POLE C7 NORTH
-	-	9	4800	10	-
-	-	11	4800	12	-
FIELD LIGHTING POLE B4 EAST	30	13	4800	14	FIELD LIGHTING POLE B4 WEST
-	-	15	4800	16	-
-	-	17	4800	18	-
FIELD LIGHTING POLE A4 EAST	30	19	1800	20	FIELD LIGHTING POLE A4 WEST
-	-	21	1800	22	-
-	-	23	1800	24	-
FIELD LIGHTING POLE C7 SOUTH	30	25	1200	26	FIELD LIGHTING PLE C8 WEST
-	-	27	1200	28	-
-	-	29	1200	30	-
SPARE	30	31	1800	32	FIELD LIGHTING POLE A5
-	-	33	1800	34	-
-	-	35	1800	36	-
SPARE	30	37	4800	38	FIELD LIGHTING POLE B5
-	-	39	4800	40	-
-	-	41	4800	42	-
Total Connected Load (VA):		37800	37800	37800	NOTES:
+ 25% of Continuous Load:		9000	9000	9000	
Total Code Load (VA):		46800	46800	46800	
Total Code Load (Amps):		169	169	169	

Panel: HSB		Mains: L.O.		Voltage: 480Y/277V, 3ø, 4W 225A	
Mounting: CABINET		Type: BOLT-ON		Min. A.I.C.: 14,000	
Use and/or Area Served	C/B	Cr. No.	Load Ø A Ø B Ø C	Cr. No.	Use and/or Area Served
FIELD LIGHTING POLE S5 EAST	30	1	1800	2	FIELD LIGHTING POLE S3
-	-	3	2400	4	-
-	-	5	2400	6	-
FIELD LIGHTING POLE S6 EAST	30	7	1800	8	FIELD LIGHTING POLE S4
-	-	9	2400	10	-
-	-	11	2400	12	-
PEDESTRIAN LIGHTS	20	13	675	14	FIELD LIGHTING POLE S2
-	-	15	675	16	-
PEDESTRIAN LIGHTS	20	17	275	18	-
-	-	19	275	20	-
SPARE	20	21	2400	22	FIELD LIGHTING POLE S1
-	-	23	2400	24	-
PARKING EAST	20	25	1320	26	BRIDGE LIGHTS
-	-	27	500	28	BRIDGE LIGHTS
-	-	29	1320	30	SPARE
PARKING EAST	20	31	1320	32	SPARE
-	-	33	1320	34	-
SPARE	20	35	2400	36	-
SPARE	30	37	2400	38	SPACE
-	-	39	2400	40	SPACE
-	-	41	2400	42	SPACE
Total Connected Load (VA):		17290	17015	16115	NOTES:
+ 25% of Continuous Load:		4323	4254	4029	
Total Code Load (VA):		21613	21269	20144	
Total Code Load (Amps):		79	77	73	

Panel: PKG		Mains: L.O.		Voltage: 480Y/277V, 3ø, 4W 225A	
Mounting: CABINET		Type: BOLT-ON		Min. A.I.C.: 14,000	
Use and/or Area Served	C/B	Cr. No.	Load Ø A Ø B Ø C	Cr. No.	Use and/or Area Served
SOUTHWEST PEDESTRIAN LIGHTS	20	1	1092	2	SOUTHWEST PEDESTRIAN LIGHTS
-	-	3	420	4	-
SOUTHWEST PEDESTRIAN, MONUMENT AND FLAG POLE LIGHTS	20	5	1300	6	NORTHWEST PARKING LOT LIGHTS
SPARE	20	7	577	8	-
NORTHWEST PARKING LOT LIGHTS	20	9	1320	10	SPARE
-	-	11	1572	12	SPARE
NORTHWEST PARKING LOT LIGHTS	20	13	1488	14	SPARE
-	-	15	1488	16	SPARE
SPARE	20	17	2400	18	SPARE
SPARE	20	19	2400	20	SPACE
SPARE	20	21	2400	22	SPACE
SPARE	20	23	2400	24	SPACE
SPARE	20	25	2400	26	SPACE
SPARE	20	27	2400	28	SPACE
SPARE	20	29	2400	30	SPACE
SPARE	20	31	2400	32	SPACE
SPARE	20	33	2400	34	SPACE
SPARE	20	35	2400	36	SPACE
SPARE	20	37	2400	38	SPACE
SPARE	20	39	2400	40	SPACE
SPARE	20	41	2400	42	SPACE
Total Connected Load (VA):		4897	4572	4192	NOTES:
+ 25% of Continuous Load:		1080	1143	1048	
Total Code Load (VA):		5977	5715	5240	
Total Code Load (Amps):		22	21	19	



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**2007-1090**  
SHEET 27 OF 279

CONSTRUCTION RECORD	REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK	SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	ACCEPTED	CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES	DRAWING NO.
CONTRACTOR		9/20/08	AS				HORZ -	FIELD	SCH	GPY	PJP	2/20/08	2/20/08	IMPROVEMENT PLANS FOR:	TOWN CENTER COMMUNITY PARK - PHASE 2	<b>2007-1090</b>
INSPECTOR							VERT -	TRAFFIC	PLANS PREPARED UNDER THE SUPERVISION OF			BY	BY	SYMBOLS AND FIXTURES SCHEDULE		SHEET 27 OF 279
DATE COMPLETED									RCE NO. 22610			DATE	DATE			

Plotted - 4444 :: Saved - 2/4/2008 1:40:45 PM :: L:\Projects\N-S\SSAN090100 TCCP Final Design\ENGR\PLAN SHEETS\Site Plans\SSAN090100\_SHT02\_TSS2.dwg :: gyan

TOWN CENTER COMMUNITY PARK - PHASE 2 02/18/08