Mr. Patrick Karnick, President
Wadsworth Golf Construction Company
600 North 195th Avenue
Buckeye, AZ 85326
P: (623) 853-9100 F: (623) 853-0217

City of San Diego

CITY CONTACT

Contract Specialist: Damian Singleton Email: <u>Dsingleton@sandiego.gov</u>

Phone No.: (619) 533-3482, Fax No.: 619-533-3633

T. Schmit / A. James / Lad



REQUEST FOR PROPOSAL (RFP) FOR

ORIGINAL

Torrey Pines N. Golf Course - Improvements

RFP NO.:	K-15-1382-DB1-3	
SAP NO. (WBS/IO/CC):	S-14019	
CLIENT DEPARTMENT:	1714	
COUNCIL DISTRICT:	1	
PROJECT TYPE:	EA	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON
AUGUST 27, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14TH FLOOR, MS 614C
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST

ATTACHMENT H SHALL BE SUBMITTED IN ITS ENTIRETY

PROPOSAL

Design-Builder's General Information

To the City of San Diego:

Pursuant to the "Request for Proposal", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted		,
(2) Signature (Given and surname) of proprietor		
(3) Place of Business (Street & Number)		
(4) City and State		Zip Code
(5) Telephone No.	Facsimile No	
(6) Email Address		
<u>IF A PARTNERSHIP, SIGN HERE</u> :		
(1) Name under which business is conducted		The state of the s

PROPOSAL FORMS

	(2)	Name of each member of partnership, indica (limited):	te character of each partner, general or special
		,	
		·	
	(3)	Signature (Note: Signature must be made by	
		Full Name and Character of partner	
	(4)		
	(5)	City and State	Zip Code
	(6)	Telephone No.	Facsimile No.
	(7)	Email Address	
		ORPORATION, SIGN HERE: Name under which business is conducted Wo	adsworth Golf Construction Company
	(2)	Signature, with official title of officer authorize	
		(Signature)	
		Patrick Karnick	
		(Printed Name)	•
		President (Title of Officer)	(Impress Corporate Seal Here)
	(3)	Incorporated under the laws of the State of	• • • •
	. ,	Place of Business (Street & Number) 600 No	
			Zip Code <u>85326</u>
			Facsimile No. 623.853.0217
		Email Address southwest@wadsworthgolf	
_			40015

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "Request for Proposal' license for the following classification(s) to perfo			
LICENSE CLASSIFICATION_A - General En	gineering Contracto	or; C27 - Lands	caping
LICENSE NO. <u>455877</u>	EXPIRES 04.30.20	16	······································
DEPARTMENT OF INDUSTRIAL RELATION	IS (DIR) REGISTRA	TION NUMBE	R: 1000029901
This license classification must also be show to show license classification on the proposal unopened.			-
TAX IDENTIFICATION NUMBER (TIN):			······································
E-Mail Address: <u>southwest@wadsworthgolf.c</u>	om		**************************************
THIS PROPOSAL MUST BE NOTARIZED I	representations ma		rding my State
Signature Tatw Janna Patrick Karnick	•		anning black from Corton Corton Corton Colonia Colonia Colonia
SUBSCRIBED AND SWORN TO BEFORE MI	E, THIS 29th	_ DAY OF <u>Se</u>	ptember <u>, 2015</u>
Notary Public in and for the County of	Will	, State of	Illinois
(NOTARIAL SEAL) OFFICIAL SEAL LESLIE A ENGLERT NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/26/18			

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

State of California)	
County of San Diego) SS.	
Patrick Karni	ck	, being first duly sworn, deposes and
		of the party making the foregoing
		of, or on behalf of, any undisclosed person,
partnership, company, association, o	rganization, or cor	poration; that the proposal is genuine and not
collusive or sham; that the propos	er has not directly	or indirectly induced or solicited any other
proposer to put in a false or sham	proposal, and has	not directly or indirectly colluded, conspired,
connived, or agreed with any propos	er or anyone else t	to put in a sham proposal, or that anyone shall
refrain from proposing; that the pr	poser has not in a	any manner, directly or indirectly, sought by
agreement, communication, or confe	rence with anyone	to fix the proposal price of the proposer or any
other proposer, or to fix any overhe	nd, profit, or cost e	lement of the proposal price, or of that of any
		public body awarding the contract of anyone
_		contained in the proposal are true; and further,
	• •	ed his or her proposal price or any breakdown
	_	n or data relative thereto, or paid, and will not
		association, organization, proposal depository,
or to any member or agent thereof to	effectuate a collus	ive or snam proposal.
		2
Signed:	about f	Darnu
Title: Presi	dent	
Title, Troop	AO111	
Subscribed	nd sworn to before	me this29thday of September,20 15
Subscribed 8) · I S	1 day 01 00 01 100 100 100 100 100 100 100 1
_ (Aea	ueix. Ch	Notary Public
\$	OFFICIAL SEAL	wy
NOTA	LESLIE A ENGLERT RY PUBLIC - STATE OF ILL	(SEAL)
Ž MY (OMMISSION EXPIRES:08/2	26/18

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ON	E BOX ONLY.
X	The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
	The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedia action taken and the applicable dates is as follows:
DATE OF CLAIM	LOCATION DESCRIPTION OF CLAIM LITIGATION STATUS RESOLUTION/REMEDIAL (Y/N) ACTION TAKEN
i -	

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	Štatuš	RESOLUTION/REMEDIAL ACTION TAKEN
. !					
No.			~~~		
	·				

Contractor Name:	Wadsworth Golf Construction Company	
Certified By	Patrick Karnick	Title President
	Name Signature	Date September 29, 2015

USE ADDITIONAL FORMS AS NECESSARY

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

For additional information, contact:

CITY OF SAN DIEGO EQUAL BENEFITS PROGRAM 202 C Street, MS 9A, San Diego, CA 92101

		Phone (619)					
CO	MPANY INFOI	RMATION					
	_		 	_			

Company Name: Wadsworth Golf Construction Company	Contact Name: Patrick Karnick
Company Address: 600 North 195th Avenue, Buckeye, AZ 85326	Contact Phone: 623,853,9100
	Contact Email: southwest@wadsworthgolf.com
CONTRACT INFORMATION	
Contract Title: Torrey Pines N. Golf Course - Improvements Design/Build	Project Start Date: 02.05.16
Contract Number (if no number, state location): San Diego, CA	End Date: 08.16.16
SUMMARY OF EQUAL BENEFITS ORDINANCE	REQUIREMENTS
 The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. T Contractor shall offer equal benefits to employees with spouses and employees with Benefits include health, dental, vision insurance; pension/401(k) plans; bereavem travel/relocation expenses; employee assistance programs; credit union members! Any benefit not offer an employee with a spouse, is not required to be offered to a contractor shall post notice of firm's equal benefits policy in the workplace and not enrollment periods. Contractor shall allow City access to records, when requested, to confirm compliance. Contractor shall submit EBO Certification of Compliance, signed under penalty of property is provided for convenience. Full text of the EBO and In www.sandiego.gov/administration. 	to comply: a domestic partners. hent, family, parental leave; discounts, child care; hip; or any other benefit. hence with a domestic partner. hotify employees at time of hire and during open here with EBO requirements. hotify, prior to award of contract.
CONTRACTOR EQUAL BENEFITS ORDINANCE	E CERTIFICATION
Please indicate your firm's compliance status with the EBO. The City may request supp	orting documentation.
I affirm compliance with the EBO because my firm (contractor must	t <u>select one</u> reason):
 ☐ Provides equal benefits to spouses and domestic partners. ☐ Provides no benefits to spouses or domestic partners. ☐ Has no employees. ☐ Has collective bargaining agreement(s) in place prior to Janu expired. 	ary 1, 2011, that has not been renewed or
I request the City's approval to pay affected employees a cash equivalent made a reasonable effort but is not able to provide equal benefits upoon the availability of a cash equivalent for benefits available to spouses every reasonable effort to extend all available benefits to domestic page.	n contract award. I agree to notify employees of but not domestic partners and to continue to make
It is unlawful for any contractor to knowingly submit any false information to the associated with the execution, award, amendment, or administration of any contract. [Sa	
Under penalty of perjury under laws of the State of California, I certify the above inforr firm understands the requirements of the Equal Benefits Ordinance and will provide a contract or pay a cash equivalent if authorized by the City.	
Patrick Karnick, President Name/Title of Signatory Sign	Date 09.29,2015

FOR OFFICIAL CITY	USE ONLY			
□ Approved	□ Not Approved	Reason:		

(Rev 02/15/2011)

EBO Analyst:

Receipt Date:

Design-Build Proposal

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

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

Dated: September 29, 2015
The Design-Builder: Wadsworth Golf Construction Company
1_2
By: Tabo Baron
Patrick Karnick (Signature)
Title: President

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of Torrey Pines N. Golf Course - Improvements Design - Build Contract, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of the [Contract]. The duration of the price guarantee shall be extended by the number of Days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension		
1	524126	Bonds (Payment and Performance)	1		LS		\$ 100,000.00		
2	541330	Engineering and Design Services	1	D	LS		\$ 1,268,268.00		
3	238990	Field Construction for North Course	1		LS		\$ 10,406,330.00		
.4	561730	Field Construction for South Course	1		LS		\$ 500,402.00		
5	541330	Storm Water Pollution Prevention	1		LS		\$ 60,000.00		
6		City Contingency – Type II	1		AL.		\$250,000.00		
	TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 6 INCLUSIVE)								

PROPOSAL FORMS

Total Price For Design-Build Proposal, (items 1 through 6, inclusive) amount written in words:
Twelve Million Five Hundred Eighty-Five Thousand Dollars and Zero Cents
The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being non-responsive . The following addenda have been received and are acknowledged in this bid: 1, 2, 3
The names of all persons interested in the foregoing proposal as principals are as follows:
Patrick Kamick, President; Mark Slugocki, Vice President; Gregory Korneta, Vice President; Jon Shapland, Secretary;
Eric Wadsworth, Assistant Secretary; James Bannon, Treasurer
Design-Builder: Wadsworth Golf Construction Company
Title: President
Signature: Fabrick Kamičk Patrick Kamičk

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 14 of the RFP will be determined as checked below by the City based on the Base Proposal alone.
- B. After the low Bid has been determined, the City may, at its sole discretion, award the Base Proposal alone or for the Base Bid plus any combination of alternates.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.
- D. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- J. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Key Golf Construction Address: 2743 Sarver Lane	Constructor	987591	Cart Path	\$ 1,385,378.00	ELBE	СПҮ	
City: San Marcos State: CA Zip: 92069 Phone: 760.471.1867 Email: keyturf@sbcglobal.net	COINFOCIO	967391	Construction, Landscaping	\$ 2,000,070.00	LLDL	Clif	
Name: West Coast Turf Address: P.O. Box 4563 City: Palm Desert State: CA Zip: 92261 Phone: 760.340.7300 Email: john.maman@westcoastturf.com	Constructor	688087	Sodding	\$ 1,016,520.00	None	N/A	

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

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

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

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

The Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification.

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Loveless & Linton Consulting Address: 1286 University Ave. #391 City: San Diego State: CA Zip: 92103 Phone: 619.922.0718 Email: rebekch@loveless-linton.com	Designer	N/A	Environmental Consultant Services	\$ 236,081.00	SLBE	СПҮ	
Name: Western Dirt Corp Address: 970 W Volley Pkwy, #661 City: Escondido State: CA Zip: 92025 Phone: 858.748.0009 Email: westerndirt@att.net	Constructor	945232	Cart Path Removal	\$ 140,000.00	ELBE	CITY	

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

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

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

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

The Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification.

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
Name: O'Day Consultants Address: 2710 Loker Ave West, Suite 100 City: Carlsbad State: CA Zip: 92010 Phone: 760.931.7700 Email: keith@odayconsultants.com	Designer	N/A	Civil Engineer, SWPPP, Surveyor Services	\$ 103,897.00	SEBE	СІГŸ	
Name: Address: City: State: Zip: Phone: Email:							

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

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

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

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

The Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification.

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

For credit calculations for City-funded contracts, see Chapter 11 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@
Name:	,					
Address:	None					
City: State:						
Zip: Phone:						
Email:						
Name:						
Address:						
City:State:				-		
Zip: Phone:						
Email:				***************************************		
As appropriate, Design-Builder shall ide ELBE):	entify Vendor/Supplier a	as one of the followi	ng and shall i	include a valid proof	of certification (except f	or OBE, SLBE and
Certified Minority Business Enterprise	M			siness Enterprise		WBE
Certified Disadvantaged Business Enterpris				eteran Business Enterp		DVBE
Other Business Enterprise Certified Small Local Business Enterprise			Certified Emerging Local Business Enterprise Small Disadvantaged Business			ELBE SDB
Woman-Owned Small Business			Zone Business	i Duamosa	HU	BZone
Service-Disabled Veteran Owned Small Bu	isiness SI	OVOSB				
As appropriate, Design-Builder shall indi	icate if Vendor/Supplier	is certified by:				
City of San Diego				epartment of Transport		RANS
California Public Utilities Commission				Minority Supplier Dive	rsity Council SR	MSDC
State of California's Department of Genera	I Services CA		of Los Angeles	Administration		LA SBA
State of California						

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

ATTACHMENT I

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 3 day of 12, 2015, by and between The City of San Diego [City], a municipal corporation, and WADSWORTH GOLF CONSTRUCTION COMPANY [Design-Builder], for the purpose of designing and constructing the Torrey Pines N. Golf Course - Improvements (Project) in the amount of TWELVE MILLION FIVE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND 00/100 (\$12,585,000.00). The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued a Request for Proposals [RFP] for **K-15-1382-DB1-3** pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

- A. <u>Recitals and Attachments</u>. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. <u>Contract Performance</u>. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. <u>Attachments</u>. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK].

The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
	Jan I. Goldsmith, City Attorney
	By My
Print Name: <u>James Nagelvoort</u> Director, Department of Public Works	Print Name: Mark M. Marky Deputy City Attorney
Date: 12/3/15	Date: $\frac{\sqrt{2}}{3}$
CONTRACTOR	
By ata Barner	
Print Name: Patrick Karnick	
Title: President	
Date: November 12, 2015	
City of San Diego License No.: 2015046509	
State Contractor's License No.: 455877	

ATTACHMENT J

DESIGN-BUILD AGREEMENT FORMS

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Wadsworth Golf Construction Company	, a corporation, as principal, and
Western Surety Company	, a corporation authorized to do
business in the State of California, as Surety, hereby obligat	te themselves, their successors and
assigns, jointly and severally, to The City of San Diego a m Twelve Million Five Hundred Eighty Five Thous & 00/100 (\$12,585,000.00)	and
annexed contract, and in the sum of Thousand & 00/100	Hundred Eighty Five (\$12,585,000.00) for the
benefit of laborers and materialmen designated below.	

Conditions:

If the Principal shall faithfully perform the annexed contract Torrey Pines N. Golf Course - Improvements RFP Number K-15-1382-DB1-3, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

Dated November 10, 2015	name who are a stage of the sta
Approved as to Form	Wadsworth Golf Construction Compar Principal
	By Fath Barton
	PATRICK KARNICK
	Printed Name of Person Signing for Principal PRESIDENT
Jan I. Goldsmith, City Attorney	
By hl M. M.	Western Surety Company
Deputy City Attorney	Surety
	By Unnather Sedic
	O Attorney-in-fact Cinzia Giannoni-Dedic
Approved:	1455 Frazee Road, Suite 300
1	Local Address of Surety
Ву	San Diego, CA 92108
Print Name: <u>James Nagelyoort</u>	Local Address (City, State) of Surety
Director, Department of Public Works	619-682-3550
	Local Telephone No. of Surety
	Premium \$
	Bond No. 929620441

ACKNOWLEDGMENT

State of Illinois			
County of will)		
On NOVEMBER 10, 2015 before me, BARBARA A. Foy (insert name and title of the officer)			
personally appeared Circle Giardion - Section			
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.	"OFFICIAL SEAL" BARBARA A. FOY Notary Public, State of Illinois My Commission Expires 06/14/18		
Signature Palacia Motor	<u>४ँ००००००००००००००००००००००००००००००००००००</u>		

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Daniel E. Panek, Andrea Warning, Hannah Niziolek, Cinzia Giannoni-Dedic, Barbara A. Foy, Kim Pettis, David Dondlinger, Michael Unverricht, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of August, 2015.

WESTERN SURETY COMPANY



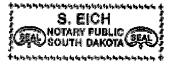
Paul T. Bruflat. Vice President

State of South Dakota County of Minnehaha > SS

On this 18th day of August, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S Eich Not

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of November, 2015.



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Torrey Pines N. Golf Course - Improvements Design - Build Contract

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

Wadsworth Golf Construction Company
(Name under which business is conducted)

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

Signed Fath Sural
Printed Name Patrick Karnick

Title President

CONTRACTOR ADA CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Torrey Pines N. Golf Course - Improvements Design - Build Contract

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

Wadsworth Golf Construction Company
(Name under which business is conducted)

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

Printed Name Patrick Karnick

Title President

CONTRACTOR STANDARDS CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Torrey Pines N. Golf Course – Improvements Design - Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of Wadsworth Golf Construction Company, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in RFP ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this 6th Day of November, 2015.

Signed Patrol Market Time Tambour Contractor on the contractor of the Contractor's subcontractors.

Printed Name Patrick Karnick

AFFIDAVIT OF DISPOSAL

WHEREAS, on the	DAY (OF	, 2	, the undersigned entered
into and executed a	contract with the Ci	ty of San Diego	, a municipal corpo	, the undersigned entered ration, for:
Torre	y Pines N. Golf Co	urse – Improve	ements Design - Bu	ild Contract
		(Name of P		
SAP (IO/CC/WBS) Contractor to affirm	No. S-14019 and that "all brush, tra a legal manner"; an	d WHEREAS, ash, debris, and	the specification surplus materials r	RFP No. K-15-1382-DB1-3 ; of said contract requires the esulting from this project have been completed and all surplus
	aid contract, the unc	dersigned Contr	actor, does hereby	of San Diego to said Contractor affirm that all surplus materials n(s)
and that they have be	een disposed of acco	ording to all app	olicable laws and re	gulations.
Dated this	DAY OF			
		Contractor		
by		_ 00111110101		
ATTEST:				
State of		- -	•	
County and State, du	ılv commissioned a	nd sworn, perso	nally appeared	a Notary Public in and for said d in the foregoing Release, and Contractor executed the said
Release.	scribed increto, an	ia acknownedge	ou to me mat said	Confidence executed the said
Notary Public in and	l for said County an	d State		
Request for Proposal (140 Page

City of San Diego

CITY CONTACT: <u>Damian Singleton - Contract Specialist</u>, <u>Email: DSingleton@sandiego.gov</u>

Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "1"

REQUEST FOR PROPOSAL (RFP)



FOR

Torrey Pines N. Golf Course - Improvements

RFP NO.:	K-15-1382-DB1-3	
SAP NO. (WBS/IO/CC):	S-14019	
CLIENT DEPARTMENT:	1714	
COUNCIL DISTRICT:	1	
PROJECT TYPE:	EA	

PROPOSAL DUE:

THE CITY HEREBY POSTPONES THIS SOLICITATION UNTIL FURTHER NOTICE

CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CLARIFICATIONS

- 1. The City hereby postpones this solicitation until further notice.
- 2. To further clarify the restrictions imposed for participation in this solicitation included in Section 1.8 of the RFP, please be advised that any person or firm who has previously been involved in an advisory or consultative capacity relating in any way to the preliminary design of the subject project, may not participate in the design and/or construction resulting from this Request for Proposal and its ensuing contract.

James Nagelvoort, Director Public Works Department

Dated: August 3, 2015

San Diego, California

JN/AJ/Lad

City of San Diego

CITY CONTACT: Damian Singleton - Contract Specialist, Email: DSingleton@sandiego.gov

Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "2"

REQUEST FOR PROPOSAL (RFP)



FOR

Torrey Pines N. Golf Course - Improvements

RFP NO.:	K-15-1382-DB1-3	
SAP NO. (WBS/IO/CC):	S-14019	
CLIENT DEPARTMENT:	1714	
COUNCIL DISTRICT:	1	
PROJECT TYPE:	EA	

PROPOSALS DUE:

12:00 NOON
SEPTEMBER 29, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN REVISED AS STATED ON THE COVER PAGE AND ITEM B OF THIS ADDENDUM.

B. CHANGES TO THE REQUEST FOR PROPOSAL

- 1. To the Request for Propsal, page 7, Contract Time, subsection 4.1, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 4.1. The Project shall be completed by August 16, 2016.
- 2. To Request for Proposal, page 8, Section 6, Selection and Award Schedule, subsection 6.2.2 through 6.2.6, **DELETE** in their entirety and **SUBSTITUTE** with the following:

6.2.2	Proposal Due Date	September 29, 2015
6.2.3	Selection and Notification	October 9, 2015
6.2.4	Limited Notice to Proceed	October 23, 2015
6.2.5	Grading Plans Complete	February 13, 2016
6.2.6	Construction Complete	August 16, 2016

- 3. To Attachment A, pages 23 through 56, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 through 40 of this Addendum.
- 4. To Attachment G, pages 108 through 116, Proposal Submittal Requirements and Selection Criteria, **DELETE** in their entirety and **SUBSTITUTE** with pages 41 through 50 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated:

August 19, 2015

San Diego, California

JN/AJ/Lad

ATTACHMENT A

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

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

PUBLIC WORKS DEPARTMENT

1. **Project Description:**

At a minimum, improvements and renovations to update the North Course at Torrey Pines Golf Course (TPGC), will improve overall conditions for the golfing public as well as for professional tournament play. Improvements will include rebuilding the course's 19 (18 standard greens + a practice green) greens complexes to meet the U.S. Golf Association's (USGA) specifications. Tee boxes will also be rebuilt and leveled. The existing greenside and fairway bunkers will be relocated and rebuilt. Women's tees will be added to accommodate the skill levels of all golfers. A continuous cart path network will be added throughout the course. Up to 20 acres of turf will be removed and replaced with low-water-use coastal landscape treatment. A new, complete, state-of-the-art high efficiency irrigation system will also be installed. Additionally, the project includes replacement of controllers, replacement of the existing pump stations, and GPS location of above-ground irrigation equipment on the South Course. Additional design improvements may be proposed and added by the Design-Builder.

2. Scope of Work / General Specifications:

2.1. North Course

A. Design Requirements:

- 1. It shall be assumed that the PGA Tour and the USGA will review and make comments on design as the project progresses, which could result in changes and/or updates to plans.
- 2. All work shall meet current City codes, rules, regulations and standards, including the 2012 GREENBOOK, the 2012 WHITEBOOK, the 2012 City of San Diego Standard Drawings and the most recent version of the Consultant's Guide to Park Design and Development.
- 3. All maintenance paths shall be 12' feet wide.
- 4. It is expected that the shaper and construction specialist for the project will physically perform the necessary construction shaping work in the field.
- 5. Design-Build Team shall assume soils in and around Holes 5, 8 and 12 contain significant rock deposits. Any removed/remaining rock shall be disposed of properly off site.

A minimum of 9" of stockpiled topsoil, free of rocks larger than ½" in diameter shall be placed on these holes.

6. All design drawings shall be provided to the City as as-builts on a disk at the end of the project. As-built drawings shall include GPS location of all placed irrigation heads & equipment, controllers, cart paths, tees, greens, bunkers, etc. Drawings to be included on the disk are grading and drainage plans, planting plans, irrigation plans, graphics, and any other drawing or plan associated with the project. Disk shall include CAD/Microstation files.

B. Schedule:

- 1. It is anticipated that the golf course will be closed in phases as construction commences.
- 2. Therefore, it is a goal of the City of San Diego to keep nine (9) holes of the golf course open for as long as possible during the construction period.
- 3. It is acceptable to work on construction components of the project while portions of the golf course remain open, as approved by City staff.
- 4. It is intended to open the entire renovated golf course at one time, rather than in phases; however, this is subject to change.
- 5. Design on the project shall begin immediately after issuance of the Notice to Proceed.
- 6. Construction shall begin immediately after the Farmer's Insurance. Open on or about February 15, 2016 and shall be completed by August 15, 2016.
- 7. Overtime, nighttime and weekend work may be required to meet the required schedule. See Section 17.8.5 in the RFP regarding working hours. It is the Design-Builder's responsibility to account for this time in their proposal, if such time is required / needed to complete the project by August 15, 2016.

C. Construction Mobilization, Staging and Material Storage:

- 1. Portions of areas near holes 5, 6, 7 and 8 (existing dump site) are available for temporary storage of construction materials.
- 2. Portions of areas to the left of 18 Tee are available for use during mobilization and staging, if needed.
- 3. Other storage areas on site may be available with coordination from City staff.

- 4. Removed concrete may be stored temporarily on site; however, any concrete remaining after construction shall be removed permanently from the site.
- 5. Removed asphalt may be stored temporarily on site; however, any asphalt remaining after construction shall be removed permanently from the site. In addition, removed asphalt shall not be buried in any location on site.

D. Grading and Earthwork:

- 1. Existing turf shall be removed prior to stripping topsoil. City shall be notified prior to removing any turf in areas of construction. The City reserves the right to sod cut and use any turf. Any turf remaining shall be scraped off by the Design-Builder and stored on site per the Resident Engineer.
- 2. The Design-Builder shall assume a maximum of 75,000 s.f. of turf will be cut and reused on the golf course, if possible. Turf which cannot be reused must be removed. Additional areas of turf *may* be able to be cut and reused at the discretion of the City. However, for the purposes of this bid, it shall be assumed that a maximum of 75,000 s.f. of turf will be cut and reused on the golf course.
- 3. In areas of work, 9" of existing topsoil shall be stripped from all areas to be graded and stored on site in a location as approved by City the Resident Engineer to be used for finish grading / replacement.
- 4. Finish grade next to all cart and maintenance paths shall be 1" below top of path finish grades.
- 5. Design-Builder is responsible for all grading tie-ins and transitions required when installing cart and maintenance paths, to the satisfaction of the City. Transitions shall be smooth with no hinge points and generally be a maximum of 5:1.
- 6. All finish grading must be water-packed/settled utilizing the irrigation system with a minimum of three (3) nights of heavy irrigation (minimum 1" per application).
- 7. Compaction in turf and planting area shall not exceed 85%. Soil must be compacted enough to avoid sagging and settling, which could create uneven finish grades.
- 8. All sub-grades and finish grades shall be approved by the Resident Engineer prior to and after cart path installation.
- 9. All areas to be planted with turf shall receive a minimum of 9" of stockpiled or imported soil, free of rocks larger than ½" in diameter. Design-Builder shall work with City staff on adding

- soil amendments to this stripped topsoil, based on soil testing results produced by Brookside Laboratories. Fertilizers and amendments are required within root ball pits of individual shrub and tree plantings.
- 10. A set of complete grading and drainage plans shall be prepared for the project, showing existing and proposed grades, for approval by the City staff.
- 11. Any excess soil due to construction activities may be stockpiled in approved locations and reused in other fill areas on site with approval from the City.
- 12. Grading and drainage plans shall show a complete layout for all cart and maintenance pathways.
- 13. An aerial survey of the entire site with one (1) foot contours shall be provided by the City for use in preparing design build documents. The City shall provide a DWG and a SID electronic file for use. See Supplementary Special Provisions, Section 2-9.2.
- 14. Any other survey work required during design and/or construction is the responsibility of the Design Build Team. City survey staff will not be available for use.
- 15. A very preliminary grading plan for the site shall also be provided by the City based on the General Development Plan GDP. Detailed grading and drainage plans shall be provided by the Design-Builder in compliance with the recommendations of the included Preliminary Water Quality Technical Study Report.
- 16. The amount of cut and fill for the Project shall balance.
- 17. Rough and finish shaping is required for all areas, including landscape areas.
- 18. SWPPP Risk Level 2 shall be prepared by a Construction General Permit Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and implemented by a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP).
- 19. Design-Builder shall comply with all MS4 permit requirements.

E. Drainage:

- 1. A complete drainage plan shall be prepared for the project, showing all proposed drainage patterns and all necessary equipment required for the project, to be approved by City staff prior to construction.
- 2. Putting greens shall have their own sump drainage system.

- Drainage systems shall be designed according to the attached Typical Greens Drainage Plan detail, the Putting Green Detail and the Drainage Sump Detail for Putting Greens detail.
- 3. Bunkers shall have their own sump drainage system. Bunker liner and cross section shall comply with the Bunker Liner / Cross Section detail as attached. Drainage system design shall be per the attached Drainage Sump Detail for Putting Greens.
- 4. A 6' radius bicycle spoke drain shall be installed in fairways and immediate roughs as approved by City staff.
- 5. For bidding purposes, in addition to that noted above, it shall be assumed some drain pipe is required, including up to 5,000 linear feet of 4" solid and/or perforated piping, up to 2,100 linear feet of 6" solid and/or perforated piping, and up to sixty (60) 12"x12" drain inlets are required. Drain inlets to be approved by City staff.

F. Irrigation:

- 1. All old irrigation lines and irrigation equipment encountered during construction activities shall be removed and disposed of off-site, to the extent that it is necessary to meet the current project intent. The Design-Builder shall be responsible to remove and dispose of all remaining irrigation equipment from the old system to a minimum of 12" below finished grade.
- 2. The City shall have the option to keep any/all of the removed irrigation equipment. The remainder of the equipment shall be disposed of properly off-site.
- 3. Limited as-builts may be available for the existing irrigation system.
- 4. In areas where coastal landscape is to be planted, all irrigation shall be bubbler type irrigation, the type and style to be approved by City staff. Bubbler zones shall be placed on their own irrigation valve, be installed for each individual plant, and be completely separate of turf irrigation.
- 5. All mainline and lateral irrigation lines shall consist of HDPE pipe as approved by City staff.
- 6. The turf irrigation system shall include installation of up to sixty-two (62) modular solid-state control field satellite units capable of automatic, semi-automatic and manual operations. They shall be housed in a locking, weatherproof, pedestal-type enclosure constructed of bi- wall plastic corrosion-resistant finish inside and out.
- 7. All bunkers shall contain an independent irrigation valve with

- 8" pop-up sprinkler heads with MP Rotator nozzles. The heads shall provide head to head coverage for the bunker complex and bunker sand.
- 8. Irrigation heads are to be placed 15' on center around newly reconstructed bunker perimeters.
- 9. New trees shall be placed on separate valves utilizing bubblers as approved by City staff.
- 10. The irrigation system will utilize reclaimed water. Design Build Team shall comply with all material, equipment, details and signage requirements per the City of San Diego for reclaimed irrigation systems per the City's Rules and Regulations for Recycled Water Use and Distribution, September 2008.
- 11. Irrigation plans and specifications from a recent City project (Balboa Golf Course) involving HDPE piping and pump replacement are included for reference and review in this RFP. The Design Build Team shall assume that the HDPE system for this Project is similar to the Balboa Golf Course project. All specifications, products, equipment and requirements for the Balboa Park Golf Course (including submittal requirements, and irrigation technical specifications) are required unless specifically noted in this RFP, and shall be included in this Project.
- 12. The irrigation system shall have individual head control. Each sprinkler head shall be individually controlled. System shall also include a central control computer, hand held radios, and all communication wire, as approved by the City.
- 13. Every sprinkler head and valve shall be able to be managed from a central control computer. Hand held devices shall allow maintenance staff to access the central control computer from the field.
- 14. Provide two (2) new irrigation pumps, including one for reclaimed water and one for potable water. See Bridging Documents 2.5.19 and 2.5.20 for technical specifications for each pump type. Design-Builder is responsible for securing permits and paying all fees.
- 15. Quick coupling valves must be provided in ample numbers such as to allow for hand watering requirements at PGA events. It shall be assumed that a minimum of 350 quick couplers shall be installed at appropriate sizes for installed mainline.
- 16. The irrigation system shall be designed such that the greens and

- tees can each be watered separately during water restriction episodes.
- 17. The entire irrigation system shall be guaranteed against defects in materials and workmanship for a period of one (1) year from the date of acceptance of work.
- 18. All tees shall have a complete, separate, independent irrigation system.
- 19. All irrigation heads shall be the Toro Infinity Series, or equal. This head shall be used for all irrigation, including all fairways, roughs, greens and tees.
- 20. A new weather station is not required.
- 21. All fairway irrigation heads shall be equipped with customized yardage marker inserts, to indicate head distance to the hole, as approved by the City.
- 22. Irrigation shall be required for all areas of the golf courses that are not impacted by construction. This shall be accomplished using irrigation high-lines, providing temporary irrigation pumps, or by other methods approved by the City. The maximum time that irrigation may be suspended in any area of either golf course not impacted by construction is 24 hours; otherwise, alternative methods of irrigation will be required.

G. Cart Paths and Maintenance Paths:

- 1. Demolish and remove all existing cart and maintenance pathways, including concrete and asphalt areas. Demolished cart paths may be pulverized and used as a base material under new cart paths at the Design-Builder's discretion and with City staff/Resident Engineer approval.
- 2. Existing demolished concrete cart paths may be used as fill, provided that a minimum of 24" of approved soil is to be placed above the concrete to obtain finish grade. The top 9" of this 24" soil cap shall be stockpiled topsoil, free of rocks larger than ½" in diameter.
- 3. Install new concrete cart and maintenance paths per the attached Cart Path / Maintenance Path Detail. City preference is integral color (San Diego Buff); but Design-Builder may recommend alternatives, if desired and if included as a best value item.
- 4. It shall be assumed that 70% of all cart/maintenance paths will be 8' wide; 20% will be 10' wide; and 10% will be 12' wide.
- 5. Cart paths shall be 4" thick and include fiber mesh

- reinforcement. Maintenance pathways shall be 6" deep and include fiber mesh reinforcement.
- 6. The existing maintenance path near Hole 9 shall be removed and replaced with a new 6" thick, 12' wide path and include fiber mesh reinforcement.
- 7. All concrete shall carry a minimum compressive strength of 3000 psi and shall include fiber mesh reinforcement. Resident Engineer to provide compressive strength testing.
- 8. No Class II base is required for the cart and maintenance pathways.
- 9. Soil shall be compacted to 90% minimum prior to concrete placement.
- 10. A medium to heavy broom finish shall be used for all cart paths and maintenance paths, as approved by City staff. Contractor shall provide mock-up panel samples of finishes for approval prior to pouring any concrete cart/maintenance pathway.
- 11. Final cross slope grades shall be determined in the field during construction with approval from City staff. All cart and maintenance pathways must have positive drainage and shall not create ponding on the concrete slab.
- 12. For bidding purposes, it shall be assumed that one-half (1/2) of all cart paths have curbing on one side. For bidding purposes, it shall be assumed that all curbing is 4" high.
- 13. Design-Build Team shall design for proper drainage along all cart paths with approval from City staff. This includes drains in low areas.
- 14. Finish grades next to pathways shall be 1" below top of path grades.

H. Construction Water:

- 1. Water (recycled) shall be available on site via existing irrigation quick couplers for use by the Design Build Team. The Design Build Team shall not be responsible for water costs during construction.
- 2. During construction, the Design Build Team shall ensure that irrigation water is available at all times for the remainder of the golf course, parking lot and driving range areas.

I. Planting Plans:

1. A complete set of planting plans shall be prepared and submitted for review by the City staff using the plant palette and

- plans as developed during the preparation of the General Development Plan (GDP) and following all Mitigated Negative Declaration requirements.
- 2. When mature, a maximum of 20% (minimum 15%) of the overall square footage of areas where coastal landscape is being planted shall be covered with plant materials, creating isolated pockets of plants, leaving the majority of these areas open and playable. Maximum plant size of 1 gallon.
- 3. Groundcover shall consist of 3/8" minus, stabilized decomposed granite, 1" to 2" deep, which closely matches the color of the canyon soils in all planting areas. City staff shall approve final color of decomposed granite. Approximately ½ of the planting areas that consist of bare soil shall be covered in stabilized decomposed granite. The remaining soil shall be secured using soil stabilizer only, as approved by City staff. Areas closer to the golf course, away from canyons, shall utilize stabilized decomposed granite. Other areas closer to canyons shall utilize soil stabilizer only.
- 4. It shall be assumed that 32 existing trees will be removed (including stump and root grinding) and disposed of off-site.
- 5. It shall be assumed that 75 trees (36" box) shall be planted on the site.
- 6. Existing trees to be saved must be protected during construction to prevent damage to the root structure per all City requirements and standards.
- 7. It shall be assumed that one (1) gallon plants shall be installed in landscape areas where turf is removed. Turf in these areas shall be replace replaced with native or non-invasive drought tolerant plant material, utilizing bubbler irrigation.
- 8. It shall be assumed that up to four (4) acres of native hydroseed shall be planted at golf course edges.
- 9. The plant establishment period for hydroseed areas is 90 days.
- 10. Landscape and hydroseed areas shall contain plant palette in accordance with the City's Biological Guidelines and Landscape Standards for Revegetation. The revegetation palette shall not contain any plants listed in the California Invasive Plant Council's invasive plant inventory and shall be secured from a local nursery to maintain the genetic integrity of adjacent native habitats.
- 11. No existing Torrey Pines shall be removed or relocated. Protect in place.

J. Water Hazards Near Hole 17:

- 1. Two (2) existing water hazards shall be removed, filled and re-graded.
- 2. Demolished concrete can be used to fill in water hazards. However, a minimum of 24" of soil is to be placed above the concrete to obtain finish grade. The top 9" of this 24" soil cap shall be stored topsoil, free of rocks larger than ½" in diameter.

K. Grassing and Sod:

- 1. The Design-Builder shall provide 125,000 square feet of Tyee/007 creeping bentgrass sod for installation on all greens surfaces following completion of the greens construction process. Contract growing will be required for this sod. Design-Builder shall be under contract with the turf grower no later than October 2015.
- 2. Clean stands of Kikuyugrass may be salvaged for reuse on the course as directed by City staff, provided sod can be kept in a healthy condition until replanting. City staff shall approve all areas of Kikuyugrass to be salvaged and shall approve all salvaged sod prior to placement.
- 3. Any unused sod that is unsalvageable may be disposed of onsite, as approved by City staff.

L. Greens:

- 1. All greensmix sand shall be approved by City staff and shall be tested by Brookside Laboratories.
- 2. All greens sub-grades must be approved by City staff prior to installation of drainage.
- 3. City staff shall work with the Design Build Team on laying out final drainage patterns once sub-grade has been accepted. See attached detail.
- 4. A sub-surface aeration system will be used by City staff. City staff shall conduct work and connect to existing clean-out pipe on greens. Design-Builder shall coordinate the installation of this system with City staff.
- 5. Pea gravel for drainage shall be approved by City staff as well as tested by Brookside Laboratories.
- 6. A minimum 30ml liner shall be placed around the entire perimeter of greens cavities per attached Putting Green Detail.
- 7. Tracer wire to be set around edge of liner on greens perimeters per attached Putting Green Detail.

- 8. 12" of approved greensmix sand shall be placed over gravel per USGA specifications, per attached detail.
- 9. Green areas shall be grassed with an approved, City staff selected sod turfgrass. All sod shall be placed on greens utilizing plywood bridges for all machinery to be placed on any greens surfaces during installation.
- 10. Each green shall have its own, standalone 10'x10' sump drainage system per the attached Drainage Sump Detail.

M. Bunkers:

- 1. Bunker sand shall be approved by City staff and shall be tested by Brookside Laboratories.
- 2. All bunker sub-grades must be approved by City staff prior to installation of drainage.
- 3. Final drainage patterns shall be laid out by Design Build Team and City staff shall approve the final drainage patterns once sub- grade has been accepted. See attached Drainage Sump Detail for Putting Greens and the attached Bunker Liner / Cross Section detail.
- 4. A 2" layer of StaLok Stabilizer material, or equal, shall be used on bunker faces and bottoms prior to placement of sand. See attached Bunker Liner / Cross Section detail. All stabilizer bunker material shall be mechanically tamped with a vibratory tamper and approved by City staff prior to installation of sand.
- 5. The Design Build Team shall provide City staff with a minimum of 10 tons of extra approved, clean sand to be stored on site after construction of the project
- 6. All bunker sand shall be mechanically tamped with vibratory
- 7. More than one bunker may be tied into a single sump drainage system, provided the bunkers are immediately adjacent to one another. Otherwise, each bunker shall have its own, standalone sump drainage system per the attached detail. Size of sump for bunkers is 6'x6'

N. Tees:

- 1. Tee sand shall be approved by City staff and tested by Brookside Laboratories.
- 2. Sub-grades shall be graded with 1% to 2% grades to allow for drainage. Sub-grades must be approved by City staff prior to adding sand cap.

- 3. A drainage system shall be added to larger tees where water movement is difficult on sub-grade per City staff.
- 4. 4" of approved tee mix shall be placed and laser graded above approved sub-grade.
- 5. Tees shall be sodded with 419 Hybrid Bermuda grass.
- 6. Stone yardage markers shall be provided on tees to match the color, size and character of the existing markers on the South
- 7. With the construction of a proposed new championship tee on hole #8, City staff prefers a natural solution involving rocks instead of the use of a segmental retaining wall. coordinate this solution prior to constructing the tee.

O. Sand and Drainage Gravel, or equal.

- 1. Greens Mix shall be Caltega from P.W. Gillibrand Co. Inc..
- 2. Bunker Sand shall be Caltega L/S Blend from P.W. Gillibrand Co. Inc..
- 3. Tee Sand shall be Tee-Mix from P.W. Gillibrand Co. Inc..
- 4. Material available at P.W. Gillibrand Co. Inc. is located at 31302 Ortega Hwy, San Juan Capistrano, CA 92675.
- 5. Gravel shall be TLCC-1G. Material available at TLC Material Plant, 24980 Maitri Road, Corona, CA, or equal.

P. SoCal WaterSmart turf Removal Rebate.

- 1. SoCal WaterSmart (<u>www.socalwatersmart.com</u>) offers rebates for removal of turf, including turf removal for projects over 50,000 square feet. See attached information from SoCal WaterSmart on their rebate program. The program was recently updated. Design-Builder is responsible to obtain current program requirements.
- 2. This program may be available to the Design-Builder and may be used to add value to the City contract, all at the Design-Builder's discretion.
- 3. This rebate is not a part of this City contract, and the Design-Builder shall assume all risk and liability when utilizing this mechanism to add value to the City contract.
- 4. If the Design-Builder utilizes this rebate program to add value to the project, the City shall not be held responsible and assumes no liability if said rebate is not awarded to the Design-Builder by SoCal WaterSmart.

5. Any and all requirements of this SoCal WaterSmart rebate program including, but not limited to, the application process, fund reservation, field visits, invoicing, graphics/photos, project eligibility, etc. are the sole responsibility of the Design-Builder.

2.2. South Course:

A. Irrigation:

- 1. The turf irrigation system shall include installation of up to twenty- seven (27) modular solid-state 64 station control field satellite units capable of automatic, semi-automatic and manual operations. It shall be housed in a locking, weatherproof, pedestal-type enclosure constructed of bi-wall plastic or heavy-gauge painted stainless steel with corrosion-resistant finish inside and out.
- 2. Locate by GPS all existing irrigation heads, valve boxes, quick couplers and all other irrigation equipment and create record drawings. Provide all information to the City on disk (including CAD/Microstation drawings, GPS information), one (1) 24x36 set of bond plans and one reduced 11x17 set of bond plans.
- 3. Evaluate the design and spacing of existing irrigation heads per requirements from City staff and create new drawings showing proposed changes to the existing system.
- 4. Design Build Team shall assume that all irrigation equipment installed will be for a recycled/reclaimed water system per the City's Rules and Regulations for Recycled Water Use and Distribution, September 2008.
- 5. Provide two (2) new irrigation pumps, including one for reclaimed water and one for potable water. See Bridging Documents 2.5.21 and 2.5.22 for technical specifications for each pump type. Design-Builder is responsible for securing permits and paying all fees.

2.3. Technical Studies and Data:

- A. Greenhouse Gas Emission Analysis for the Torrey Pines North Golf Course Project, dated May 21, 2014 by Helix Environmental Planning, Inc., as included in this RFP. Analysis is provided for reference only.
- B. Biological Resources Letter Report for the Torrey Pines North Golf Course Project, dated October 21, 2013, by Helix Environmental Planning, Inc., as included in this RFP. Report is provided for reference only.

- C. Historical Resources Technical Report for Torrey Pines Golf Course, dated April 2014 by ASM Affiliates, as included in this RFP. Report is provided for reference only.
- D. Hazardous Materials Technical Study for Torrey Pines North Golf Course, dated May 2014, by Geocon Incorporated, as included in this RFP. Study is provided for reference only.
- E. Preliminary Drainage Study for Torrey Pines North Golf Course, dated July 2014 by Burkett & Wong Engineers, as included in this RFP.Study is provided for reference only.
- F. Archaeological Testing and Evaluation Plan for Sites CA-SDI-200 and CA- SDI-9594, Torrey Pines North Golf Course, dated February 2014 by Ian Scharlotta, Ph.D., as included in this RFP. Plan is provided for reference only.
- G. Vicinity Map. Map is provided for reference only.
- H. Technical Studies and Data are available for download at: ftp://ftp.sannet.gov/OUT/Torrey%20Pines%20N.%20Golf%20Course/
 Torrey Pines N. Golf Course.

2.4. Environmental Requirements:

- A. General Requirements Mitigation, Monitoring and Reporting Program (MMRP) Prior to Permit Issuance:
 - 1. The Design Build Team shall comply with all requirements of the Mitigated Negative Declaration (MND) for Project No. 346889, issued by the City's Development Services Department (DSD).
 - 2. It is the responsibility of the Design Build Team to review in detail the MND for specific requirements of the Design Build Team, including the Archaeological Consultants, the Native American Monitor, the Acoustician, the Biologist and the Paleontological Consultants / Monitor. All requirements shall be considered part of the requirements of this Contract.
- B. General Requirements Mitigation, Monitoring and Reporting Program (MMRP) After Permit Issuance / Prior to the Start of Construction:
 - 1. The Design Build Team shall attend a pre-construction meeting at the City prior to beginning any work on the project. In addition to the Design-Builder, subconsultants and subcontractors, attendees shall include the Archaeological Consultants, the Native American Monitor, the Acoustician, the Biologist and the Paleontological Consultants / Monitor.

2. The Design Build Team shall alert the City if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved and resolved prior to work being performed.

C. Monitoring Exhibits:

- 1. The Design Build Team and all consultants shall submit a monitoring exhibit on an 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the limit of work, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
- 2. Monitoring exhibits shall be submitted by the archaeologist, the biologist, paleontologist, the Native American monitor and the acoustician.
- 3. Monitoring reports shall also be submitted post construction per the MND.

D. Other Submittals and Inspections:

- 1. Design Build Team shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval.
- 2. Document submittal/inspection checklist:

Issue Area	Document submittal	Assoc. Inspection/Approvals/ Note
General	Consultant Qualification Letters	Prior to Pre-construction Meeting
General	Consult. Const. Monitor Exhibits	Prior to/at Pre- Construction Mtg.

Issue Area	Document submittal	Assoc. Inspection/Approvals/ Note
Archaeology	Archaeology Reports	Archaeology site observation
Paleontology	Paleontology Reports	Paleontology site observation
Final MMRP	Final monitoring report	Final MMRP inspection

E. Hazards and Hazardous Materials:

1. If small arms projectiles, empty cartridge cases, or any other unknown munitions debris are encountered during site preparation or grading activities, the construction manager shall halt work in the immediate project vicinity and contact the City's Resident Engineer and the City's Local Enforcement Agency. The City's Local Enforcement Agency shall immediately contact the U.S. Army Corps of Engineers (USACOE) and the California State Department of Toxic Substances Control (DTSC). The construction manager or authorized contractor shall implement removal procedures as directed by the USACOE and the DTSC. Work in the area may resume following approval and release of the area by the USACOE and/or the DTSC.

F. Historical Resources (Archaeology):

- 1. Prior to Permit Issuance or Bid Opening/Bid Award:
 - a. Entitlements Plan Check:
 - 1) Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the City shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.
 - b. Letters of Qualification have been submitted to City.
 - 1) Prior to Bid Award, the Design Build Team shall submit a letter of verification to The City's Mitigation Monitoring Coordination Section (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological

- monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). Individuals involved in the archaeological monitoring program must have completed the 40- hour HAZWOPER training with certification documentation provided.
- 2) MMC will provide a letter to the Design Build Team confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the City's HRG.
- 3) Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

2. Prior to Start of Construction:

- a. Verification of Records Search:
 - 1) The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
 - 2) The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
 - 3) The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

b. PI Shall Attend Precon Meetings:

1) Prior to beginning any work that requires monitoring; the City shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor, Design Build Team Manager (CM) and Grading Construction Contractor, Acoustician, Paleontologist, Biologist, Resident Engineer (RE), and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or

Grading Contractor.

- 2) Acknowledgement of Responsibility for Curation (CIP or Other Public Projects). The Design Build Team shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
- 3) Identify Areas to be Monitored:
 - a) Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b) The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c) MMC shall notify the PI that the AME has been approved.
- 4) When Monitoring Will Occur:
 - a) Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b) The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

- 5) Approval of AME and Construction Schedule:
 - a) After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

3. During Construction:

- a. Monitor shall be present during all grading, excavation, and trenching.
 - 1) The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.
 - The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process shall commence.
 - 3) The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 - 4) The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring

Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.

b. Discovery Notification Process:

- In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or PI, as appropriate.
- 2) The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
- 3) The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- 4) No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

c. Determination of Significance:

- 1) The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol below.
 - a) The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b) If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological

site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

c) If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

4. Discovery of Human Remains:

a. If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

1) Notification:

- a) Archaeological Monitor shall notify the RE as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
- b) The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

2) Isolate discovery site:

a) Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.

- b) The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
- c) If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- 3) If Human Remains ARE determined to be Native American:
 - a) The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, ONLY the Medical Examiner can make this call.
 - b) NAHC will immediately identify the person or persons determined to be the Most Likely
 - Descendent (MLD) and provide contact information.
 - The MLD will contact the PI within 24 c) hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process with **CEQA** accordance Section California 15064.5(e). the Public Resources and Health & Safety Codes.
 - d) The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
- 4) Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;

- b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
- c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC:
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
- d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, as noted above.
- 5) If Human Remains are NOT Native American:
 - a. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 - b. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 - c. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known

descendant group, and the San Diego Museum of Man.

- 5. Night and/or Weekend Work:
 - a. If night and/or weekend work is included in the contract:
 - 1) When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the preconstruction meeting.
 - 2) The following procedures shall be followed:
 - a) No Discoveries. In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
 - b) Discoveries: All discoveries shall be processed and documented using the existing procedures detailed for here for those discoveries during construction and discovery of human remains. Discovery of human remains shall always be treated as a significant discovery.
 - c) Potentially Significant Discoveries: If the PI determines that a potentially significant discovery has been made, the procedures detailed under the During Construction and Discovery of Human Remains section shall be followed.
 - d) The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section 3.b., unless other specific arrangements have been made.
 - b. If night and/or weekend work becomes necessary during the course of construction:
 - 1) The Design Build Team Construction Manager shall notify the RE a minimum of 24 hours before the work is to begin.
 - 2) The RE shall notify MMC immediately.

- c. All other procedures described above shall apply, as appropriate.
- 6. Post Construction:
 - a. Submittal of Draft Monitoring Report:
 - The PI shall submit two copies of the Draft 1) Monitoring Report (even if negative), prepared in accordance with Historical Resources Guidelines which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.
 - a) For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - Recording Sites with State of California b) Department of Parks and Recreation. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or significant potentially resources encountered during the Archaeological Monitoring Program in accordance with City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
 - 2) MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.

- The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
- 4) MMC shall provide written verification to the PI of the approved report.
- 5) MMC shall notify the RE of receipt of all Draft Monitoring Report submittals and approvals.

b. Handling of Artifacts:

- 1) The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued.
- 2) The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- c. Curation of artifacts: accession agreement and acceptance verification:
 - 1) The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recover for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 - When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance the MND.
 - 3) The PI shall submit the Accession Agreement and catalogue record(s) to the RE as appropriate for donor signature with a copy submitted to MMC.
 - 4) The RE shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 - 5) The PI shall include the Acceptance Verification from the curation institution in the Final

Monitoring Report submitted to the RE and MMC.

- d. Final Monitoring Report(s):
 - 1) The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
- e. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

G. Paleontological Resources:

- 1. Prior to permit issuance or bid opening/bid award:
 - a. Entitlements Plan Check:
 - 1) Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, City and MMC shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
 - b. Letters of Qualification have been submitted to City:
 - 1) Prior to Bid Award, the Design Build Team shall submit a letter of verification to MMC identifying the PI for the project and the names of all persons involved in the paleontological monitoring program.
 - 2) MMC will provide a letter to the Design Build Team confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
 - 3) Prior to the start of work, the Design Build Team must obtain approval from MMC for any personnel changes associated with the monitoring program.
- 2. Prior to the start of construction:
 - a. Verification of records search:
 - 1) The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution, or, if the

- search was in-house, a letter of verification from the PI stating that the search was completed.
- 2) The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

b. PI Shall Attend Pre-con Meetings:

1) Prior to beginning any work that requires monitoring; the City shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor, Design Build Team Construction Manager (CM) and Grading Contractor, Acoustician, Paleontologist, Biologist, Resident Engineer (RE), and MMC. The qualified Paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.

2) Identify Areas to be Monitored:

- a) Prior to the start of any work that requires monitoring, the PI shall submit an Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits.
- b) The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
- c) MMC shall notify the PI that the PME has been approved.

3) When Monitoring Will Occur:

- a) Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
- b) The PI may submit a detailed letter to MMC prior to the start of work or during

construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

3. During Construction:

- a. Monitor Shall be Present During all Grading, Excavation and Trenching:
 - 1) The monitors shall be present full-time during grading/excavation/trenching activities identified on the PME that could result in impacts to formations with moderate resource sensitivity Ardath (Lindavista, Scripps, and formations). The Design Build Team CM is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.
 - 2) The PI may submit a detailed letter to the RE for concurrence and forwarding to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
 - The monitor shall document field activity via the CSVR. The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- b. Discovery Notification Process:
 - 1) In the event of a discovery, the Paleontological

- Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE.
- 2) The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
- 3) The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

c. Determination of Significance:

- 1) The PI shall evaluate the significance of the resource.
- 2) The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
- 3) If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval from the MMC. Impacts to significant resources must be mitigated before ground disturbing activities in the area of discovery will be allowed to resume.
- 4) If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils), the PI shall notify the RE that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to the MMC unless a significant resource is encountered.

4. Night and/or Weekend Work:

- a. If night and/or weekend work is included in the contract:
 - 1) When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the Pre-con meeting.
 - 2) The following procedures shall be followed:
 - a) No Discoveries. In the event that no discoveries were encountered during night

- and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
- b) Discoveries. All discoveries shall be processed and documented using the existing procedures detailed in the During Construction section of the MND.
- c) Potentially Significant Discoveries: If the PI determines that a potentially significant discovery has been made, the procedures detailed in the During Construction section of the MND shall be followed.
- d) The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in the MND.
- b. If night and/or weekend work becomes necessary during the course of construction:
 - 1) The CM shall notify the RE a minimum of 24 hours before the work is to begin.
 - 2) The RE shall notify MMC immediately.
- c. All other procedures described above shall apply, as appropriate.

5. Post Construction:

- a. Submittal of Draft Monitoring Report:
 - 1) The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to the MMC for review and approval within 90 days following the completion of monitoring.
 - a) For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program shall be included in the Draft Monitoring Reports.
 - b) Recording Sites with the San Diego Natural History Museum. The PI shall be

responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

- 2) MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
- 3) The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
- 4) MMC shall provide written verification to the PI of the approved report.
- 5) MMC shall notify the RE of receipt of all Draft Monitoring Report submittals and approvals.
- b. Handling of Fossil Remains:
 - 1) The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
 - 2) The PI shall be responsible for ensuring that all fossil remains are analyzed to identify function and chronology as they relate to the geologic history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- c. Curation of fossil remains: Deed of Gift and Acceptance Verification:
 - 1) The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 - 2) The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE and MMC.

- d. Final Monitoring Report(s):
 - 1) The PI shall submit one copy of the approved Final Monitoring Report to the RE one (1) copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 - 2) The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.
- H. Land Use / Multiple Species Conservation Program (MSCP/MHPA) / Biological Resources:
 - 1. Prior to Preconstruction Meeting:
 - a. Prior to the Notice to Proceed, which will be sent to DSD, the City shall verify that all Multi-Habitat Planning Area (MHPA) boundaries and limit of work have been delineated on plans.
 - b. Prior to the first preconstruction meeting, the Design Build Team shall provide a letter of verification to the MMC stating that a qualified Biologist, as defined in the City's Biology Guidelines, has been retained to implement the project's MSCP Monitoring Program. The letter shall include the names and contract information of all persons involved in the Biological Monitoring of the Project.
 - c. At least thirty days prior to the pre-construction meeting, the qualified Biologist shall submit all required documentation to MMC, verifying that any special reports, maps, plans and times lines, such as, but not limited to, revegetation plans, plant relocation requirements and timing, MSCP requirements, avian or other wildlife protocol surveys, impact avoidance areas or other such information has been completed and updated.
 - 2. Prior to the Notice to Proceed:
 - a. The qualified biologist (project biologist) shall attend the first preconstruction meeting and discuss the project's biological monitoring program.
 - b. The limits of work shall be clearly delineated by a survey crew prior to brushing, clearing or grading. The limits of work shall be defined with flagging and checked by

the biological monitor before initiation of construction grading. All native plants or species of special concern, as identified in the biological technical report, shall be staked, flagged and avoided within Brush Management Zone 2, if applicable.

c. Monitoring Exhibits: All consultants are required to submit to MMC a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as a site plan, grading, landscape, etc., marked to clearly show the specific areas including the limits of work, the scope of that discipline's work, and notes indicating when in the schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

3. During Construction:

- a. The Biological Monitor shall be present full-time during all clearing and grading activities which could result in impacts to biological resources.
- b. The Monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed to MMC the first day of monitoring, the last day of monitoring and monthly.
- c. The Biological Monitor shall immediately notify MMC by phone of any unanticipated impacts outside the approved limits of work, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the impacts to biological resources in context, if possible.
- d. The following mitigation measures related to the MHPA Land Use Adjacency Guidelines shall be implemented during construction:
 - 1) Prior to the initiation of any demolition and/or construction-related grading, the project biologist shall discuss the sensitive nature of the adjacent habitat with the crew and subcontractor.
 - 2) Invasive non-native plant species shall not be introduced into areas within, or adjacent to, the MHPA. Landscape plans shall contain non-invasive species adjacent to sensitive biological areas as approved by the City.
 - 3) All lighting adjacent to the MHPA shall be shielded, unidirectional, low pressure sodium

illumination (or similar) and directed away from preserve areas using appropriate placement and shields. If lighting adjacent to the MHPA is required for nighttime construction, it shall be directed away from the preserve and the tops of adjacent trees with potentially nesting raptors, using appropriate placement and shielding.

4) All construction activities (including staging areas and/or storage areas) shall be restricted to the development area. No equipment maintenance shall be conducted within or near the adjacent open space and/or sensitive areas and shall be restricted to the development area. All construction activities shall

not encroach into sensitive biological areas within

either the open space and/or MHPA areas. The Project biologist shall monitor construction activities, as needed, to ensure that construction activities do no encroach into biologically sensitive areas beyond the limits of work.

2.5. Bridging Documents.

In preparation of the RFP, the following reports, tests, plans, specification and details have been prepared for the Project. The Design-Builder shall obtain all bridging documents at: ftp://ftp.sannet.gov/OUT/Torrey%20Pines%20N.%20Golf%20Course/ Pines N. Golf Course.

- 2.5.1. Preliminary Water Quality Technical Study Report for Torrey Pines North Golf Course, dated June 2014 by Burkett & Wong Engineers, as included in this RFP. Design Build Team shall follow all recommendations for BMPs and the hydro modification plan as detailed in the Report.
- 2.5.2. Grading Plans included in this report shall be considered 30% design drawings. Final grading plans shall be prepared by the Design Build Team, utilizing these preliminary plans, and shall be in compliance with the recommendations of the Report.
- 2.5.3. Balboa Park Golf Course Irrigation System Upgrades plans. Irrigation plans and specifications from a recent City project (Balboa Golf Course) involving HDPE piping and pump replacement are included for reference and review in this RFP. The Design Build Team shall assume that the HDPE system for this Project is similar to the Balboa Golf Course project. All specifications, products, equipment and requirements for the Balboa Park Golf Course (including submittal

- requirements, and irrigation technical specifications) are required, unless specifically noted in this RFP, and shall be included in this Project.
- 2.5.4. Balboa Park Golf Course Irrigation System Upgrades specification. Irrigation plans and specifications from a recent City project (Balboa Golf Course) involving HDPE piping and pump replacement are included for reference and review in this RFP. The Design Build Team shall assume that the HDPE system for this Project is similar to the Balboa Golf Course project. All specifications, products, equipment and requirements for the Balboa Park Golf Course (including submittal requirements, and irrigation technical specifications) are required and shall be included in this Project, unless otherwise noted in this RFP.
- **2.5.5.** Cart Path / Maintenance Path Detail. All carts and maintenance paths for the project shall be installed per this Detail.
- **2.5.6.** Drainage Sump Detail for Putting Greens and bunkers. All drainage sumps for greens and bunkers shall be installed per this Detail.
- **2.5.7.** Fairway & Rough Drainage Detail. All fairway and rough drainage shall be installed per this Detail.
- 2.5.8. General Development Plan (GDP). The GDP shall be considered 30% design plans. The Design Build Team shall develop all construction documents and designs to be in compliance with the GDP.
- **2.5.9..** Grading Plans. Grading Plans included in this report shall be considered 30% design drawings. Final grading plans shall be prepared by the Design Build Team, utilizing these preliminary plans, and shall be in compliance with the recommendations of the Report.
- **2.5.10.** Planting Plans. Planting plans as provided in this RFP shall be considered 30% design drawings. Design Build Team shall prepare planting plans in accordance and in compliance with these plans.
- **2.5.11**. Putting Green/Bunker Detail. All putting greens shall be installed per this Detail (with the exception that bunker sumps are 6'x6').
- **2.5.12**. Stalok Bunker Liner Detail. All bunker liner shall be installed per this Detail.
- **2.5.13.** Typical Greens Drainage Plan Detail. All greens drainage shall be installed per this Detail.
- **2.5.14.** Standard Tee Drainage Detail. All tee drainage shall be installed per this Detail.
- 2.5.15. Mitigated Negative Declaration. The Design Build Team shall comply with all requirements of the attached Final Mitigated Negative Declaration (MND), adopted October 10, 2014, Project No. 346889, issued by the City's Development Services Department (DSD).

- **2.5.16.** Recycled Water Use and Distribution, September 2008. The irrigation design for the Project shall comply with all rules and regulations of this Report.
- **2.5.17.** Survey Files at 1'-0" contours for use as the base map in all construction documents and design plans.
- **2.5.18.** The Design Build Team shall comply with all requirements of the California Coastal Commission Notice of Intent to Issue Permit, as attached.
- 2.5.19. North Course Recycled Pump Technical Specifications.
- **2.5.20.** North Course Potable Pump Technical Specifications.
- **2.5.21.** South Course Recycled Pump Technical Specifications.
- 2.5.22. South Course Potable Pump Technical Specifications.
- **2.5.23**. SoCal WaterSmart turf removal rebate information.

ATTACHMENT G PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

ATTACHMENT G PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC WORKS DEPARTMENT

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

- 1. The following information must be supplied by a contractor submitting a proposal in order for its proposal to be considered. Failure to provide all required information set forth below may result in the Proposal being considered **non-responsive** and ineligible for further consideration.
 - **1.1** Legal name of company.
 - 1.2 Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
 - 1.3 Year of establishment of entity.
 - 1.4 If company is subsidiary of a parent company, identify the parent company.
 - 1.5 Address of main office.
 - **1.6** Address of San Diego satellite office if applicable.
 - 1.7 Contact information for firm, including name, title, email address and telephone number.
 - 1.8 Number of employees in San Diego County.
 - **1.9** Applicable License(s):
 - 1.9.1 City of San Diego Business License Number, including expiration date.
 - 1.9.2 State Contractor's License Number including expiration date, and all classifications.
 - 1.9.3 Professional Engineering/Architect License Number, including expiration date.

2. Addenda to this RFP (PASS/FAIL)

2.1. The Proposer shall acknowledge each addendum issued in connection with this RFP, by listing all issued addenda on an Addenda Acknowledgement sheet to

be submitted with the Proposal. Failure to acknowledge all issued addenda shall result in the Proposal being considered **non-responsive** and ineligible for further consideration.

2.2. Including copies of addenda with the Proposal shall not constitute acknowledgement of issued addenda.

3. Proposer Exceptions to this RFP (PASS/FAIL)

3.1. If the Proposer takes exception to any portion of the RFP, the Proposer must identify and explain to the City in writing the basis for the exception. The Proposer must submit any claimed exception a minimum of 10 calendar days prior to the due date for submission of Technical Proposals. Exceptions taken after the submission period for this RFP shall be cause for rejection of the Proposal as being non-responsive.

4. Executive Summary to this RFP (PASS/FAIL)

4.1. Each Proposer must submit a maximum two page Executive Summary of their entire Proposal.

5. Selection (100 Points Total)

- 5.1. The City will select a Proposer that will offer the best value and team for the design and construction of Torrey Pines N. Golf Course Improvements for the scope shown in Exhibit 'A' and the requirements of this Contract. The Work and Services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction, of the Project, as described in Attachment 'A'.
- 5.2. The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Proposers. The Proposers will be notified in writing of the City's final decision. Selection of the winning Proposer will be made based on the total number of points determined by the following criteria:

5.3. Project Team (25 Points Max.)

Describe the proposed management plan for this Project. Describe in detail how the Project Team meets the specific minimum qualifications outlined within this section, including all key proposed construction and technical personnel, including subcontractors. Provide documentation that key proposed construction, design and technical personnel as well as subcontractors comply with contract requirements. Include detailed, relevant experience of the Project Team. If applicable, describe how construction and technical personnel, as well

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as subcontractors, comply with the requirements of the Mitigated Negative Declaration (MND). At a minimum, the proposed plan/qualifications shall include the following:

5.3.1. Golf Course Contractor (15 Points Max.)

- 5.3.1.1. Shall have relevant, current experience in golf course renovation and construction on USGA projects of similar size and complexity on courses hosting PGA Tour Events.
- 5.3.1.2. Shall have worked as a Prime Contractor on a minimum of two (2) golf course construction projects of a similar size and complexity within the last 48 months.
- 5.3.1.3. Shall have a proven track record of completing and managing golf course renovation construction projects of similar size and complexity, on time and on budget, where design and construction occur concurrently. Provide detailed information.

5.3.2. Golf Course Designer (10 Points Max.)

- 5.3.2.1. Shall have relevant, current experience in golf course renovation and design for courses hosting USGA Tour events.
- 5.3.2.2. Shall have worked as the lead designer on a minimum of two (2) golf course design projects of a similar size and complexity within the last 48 months.
- 5.3.2.3. Shall have a proven track record of completing golf course renovation design projects of similar size and complexity on time and on budget. Provide detailed information.
- 5.3.2.4. Shall have a proven track record of completing design build projects of similar size and complexity, including plan preparation, plan review and approval, construction administration, and concurrent design and construction tasks.

5.3.3. Golf Course Shaper and Construction Specialist (PASS/FAIL)

- 5.3.3.1. Shall have relevant, current experience in golf course shaping and construction for courses hosting USGA Tour events.
- 5.3.3.2. Shall have worked as a lead shaper and construction

specialist on a minimum of two (2) golf course projects of a similar size and complexity within the last 48 months.

5.3.4. Golf Course Irrigation Designer (PASS/FAIL)

- 5.3.4.1. Shall have relevant, current experience in golf course irrigation design for courses hosting USGA Tour events.
- 5.3.4.2. Shall have worked as the lead irrigation designer on a minimum of two (2) complete golf course irrigation projects of similar size and complexity utilizing HDPE piping within the last 48 months.
- 5.3.5. Registered Landscape Architect (PASS/FAIL)
 - 5.3.5.1. Shall have relevant, current experience in planting design utilizing coastal low water and native plant materials, including drip/bubbler irrigation.
- 5.3.6. Registered Civil Engineer (PASS/FAIL)
 - 5.3.6.1. Shall have relevant, current experience with grading and drainage design, including City of San Diego storm water requirements.
- 5.3.7. Construction General Permit Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP) and Qualified SWPPP Developer (QSD) (PASS/FAIL)
 - 5.3.7.1. Proof of QSP and QSD shall be provided.
- 5.3.8. Surveyor (PASS/FAIL)
 - 5.3.8.1. Shall be a licensed land surveyor in the State of CA.
- 5.3.9. Environmental Consultants. All sub-consultants must be approved by the City and carry the following minimum qualifications, with proof provided to the City as noted below.
 - 5.3.9.1. Biologist (PASS/FAIL)
 - 5.3.9.1.1. Shall have a minimum of three (3) years experience with biological monitoring for projects of a similar size and scope.
 - 5.3.9.1.2. Shall possess a valid Endangered Species Act Section 10(a)(1)(a) recovery permit.

- 5.3.9.1.3. Shall be qualified Biologist as defined in the City of San Diego Biology Guidelines.
- 5.3.9.1.4. All personnel involved in biological monitoring shall meet the qualifications as established in the City's Biology Guidelines.

5.3.10. Acoustician (PASS/FAIL)

- 5.3.10.1. Shall have a minimum of three (3) years experience with noise level monitoring for projects of a similar size and scope.
- 5.3.10.2. Shall possess a current noise engineer license or registration with noise level monitoring experience with listed animal species.

5.3.11. Archaeologist (PASS/FAIL)

- 5.3.11.1. Shall have a minimum of three (3) years experience in archaeological monitoring for projects of a similar size and scope.
- 5.3.11.2. Shall have completed the 40-hour HAZWOPER training with certification documentation.
- 5.3.11.3. Shall meet all City qualifications as defined in the City of San Diego Historical Resources Guidelines (HRG).
- 5.3.11.4. All personnel involved in archaeological monitoring shall meet the minimum qualifications as established in the HRG.

5.3.12. Native American Monitor (PASS/FAIL)

5.3.12.1. Shall have a minimum of three (3) years experience in Native American monitoring for projects of a similar size and scope.

5.3.13. Paleontologist (PASS/FAIL)

5.3.13.1. Shall have a minimum of three (3) years experience in paleontological monitoring

for projects of a similar size and scope.

5.3.13.2. All personnel involved in paleontological monitoring shall meet the City's minimum qualifications.

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

- 6.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.
 - 6.1.1 Work Force Report
 - 6.1.1.1 Include a completed Work Force Report (Form BB05) for its employees located within San Diego County only. The selected firm may be required to submit workforce data for a regional office prior to contract award.
- 6.2 Subcontractor Documentation
 - 6.2.1 The Proposer shall, at a minimum, provide with its Price Proposal a listing of at least 3 of the largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal using form AA05 and AA25. **Note**: Subcontractors include design professionals, as well.
 - 6.2.2 Work which requires Subcontractors that are not listed by Proposer at time of Award shall be let by Proposer in accordance with a competitive bidding process performed solely at Proposer's expense. Proposer shall provide public notice of the availability of the Work to be subcontracted, obtain competitive bids, and provide a fixed date and time on which the subcontracted Work will be awarded. Subcontractors bidding on subcontracts pursuant to this provision shall be afforded the protection of all applicable laws, including Public Contract Code sections 4100 through 4114, inclusive.
 - 6.2.3 The Proposer may select Subcontractors and Suppliers in one of 3 competitive ways i.e., lowest responsible bidder, best value for price and qualifications, or highest qualifications. Prior to construction NTP, the Proposer shall do the following:
 - 6.2.3.1 Submit the selection method used to the City in accordance with 2-5.3, "Submittals."
 - 6.2.3.2 Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City's pre-qualification standards.

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- 6.2.3.3 Review the Subcontractors and Suppliers ultimately chosen to verify that that they have not been debarred and are in good standing as a licensed contractor in California.
- 6.2.4 Open all Subcontract bids and provide to the City one copy without reservation or redaction. All records relevant to the award and performance of Subcontractors and Suppliers shall be public and provided to the City upon request and without redaction. The City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the Proposer.
- 6.2.5 The Proposer may use its corporate-generated subcontractor agreement to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in Subcontracts by this Contract.
- 6.2.6 The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

100 miles (100 miles (OUTCOME	MAXIMUM POSSIBLE POINTS
1	5% - 9% participation SLBE, ELBE or DVBE	5
2	10%-14%participation SLBE, ELBE or DVBE	10
3	15%-19% participation SLBE, ELBE or DVBE	15
4	20%-24% participation SLBE, ELBE or DVBE	20
5	25% participation SLBE, ELBE or DVBE	25
	In no case the points shall exceed 2	25.

7. Required/Core Items (PASS/FAIL)

- 7.1 At a minimum, the Design-Builder shall provide <u>all</u> of these items in their Best Value/Fixed Price proposal per the requirements in Attachment 'A' and the provided General Development Plan (GDP).
 - 7.1.1. Provide a complete, new concrete cart path system for the entirety of the North Course, standard gray.
 - 7.1.2. Provide a complete, new irrigation system for the North Course and all

- required irrigation improvements to the South Course; which includes all irrigation pumps required.
- 7.1.3. Level all tees, and reconstruct 80% of existing tees in existing locations. Add a women's tee to each hole, including all necessary grading and drainage.
- 7.1.4. Completely rebuild all 18 greens complexes and greens bunkers in existing locations, the nursery green, and the putting green, to USGA standards, including all associated grading and drainage. Design-Builder shall assume that all on course greens will be enlarged approximately 15-25% from existing conditions.
- 7.1.5. Reconstruct and/or relocate all fairway bunkers in new locations per USGA standards, including all associated grading and drainage.
- 7.1.6. Remove and replace 5 acres of turf with drought tolerant landscaping, including necessary grading, planting, irrigation and decomposed granite surface treatment. Contractor shall describe in detail the location(s) of proposed removal and replacement.

8. Best Value Items (50 Points Max.)

- 8.1. In addition to the Required /Core Items, the Design-Builder may propose additional improvements within the fixed price to achieve additional points for Best Value. The proposed "Best Value" items shall be discussed in detail while complying with the provided GDP and Attachment 'A.'
 - 8.1.1. The Design-Builder shall provide a detailed, hole by hole, written and/or graphic description of the proposed additional items, if any, to be completed on the north course that meet the goals and intent of the GDP. Proposed additional items could include, but are not limited to; hole routing changes; hole relocations; fairway grading; relocation, enlargement and/or addition of green bunkers; tee box relocations; additional turf reduction; tree additions; integral color cart paths; etc. Describe all work necessary to accommodate these additions. (36 Points Max.)
 - 8.1.2. Summarize the proposed turf reduction that will occur on the project, above and beyond the 5 acres noted in the Required/Core Items. Include locations and total acreage of turf areas that will be removed, re-graded and replaced with drought-tolerant landscaping, decomposed granite surface treatment and irrigation. (14 Points Max.)

9. Reference Checks (PASS/FAIL)

- 9.1. Provide three (3) references from three (3) different jobs of similar size and scope of work.
- 9.2. The City will contact references as provided. Provide the name of reference, person's title, company or organization, mailing address, e-mail address, and a current phone number.

City of San Diego

CITY CONTACT: Damian Singleton - Contract Specialist, Email: DSingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "3"

REQUEST FOR PROPOSAL (RFP)



FOR

Torrey Pines N. Golf Course - Improvements

RFP NO.:	K-15-1382-DB1-3
SAP NO. (WBS/IO/CC):	S-14019
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	EA

PROPOSALS DUE:

12:00 NOON
SEPTEMBER 29, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

- Q1. City Approvals What is the general process and timeframe for the City to approve Design/Build plans and submittals?
- A1. The City will work closely with the Design-Builder. Given the required design and construction schedules for this project, the City will review and process plans as quickly as possible. This project is a top priority at the City and will receive expedited processing. The timeframes shall be as noted in Addendum #2, Page 2, Section B.2.
- Q2. Team Member Eligibility Addendum #1 and Section 1.8 of the RFP both detail the eligibility of firms to participate in this RFP. Specifically, Section 1.8 states that "any architectural firms, engineering firms,..., shall not be eligible to participate in the competition with any Design-Build entity without the prior written consent of City." Our question is which firms have received "prior written consent from the City" in order to take part in this RFP competition?
- A2. No firms have received prior written consent from the City to take part in the RFP.
- Q3. Irrigation The RFP irrigation requirements for the South Course include locating all existing irrigation equipment via GPS and producing record drawings. Is new programming required for the South Course? Or will the Owner continue to use the existing program (whereby the Contractor rewires the new controllers exactly the same way as the existing controllers)? Please clarify.
- A3. Design-Builder shall reprogram as necessary to provide adequate irrigation to sustain normal turf conditions and operation of the golf course, as determined by the City.
- Q4. Irrigation Are the North Course & South Course irrigation systems tied together or completely independent of one another? If tied together, where is this tie-in location?
- A4. The two systems are currently connected. Design-Builder shall separate the two systems with a removable flange type system, meeting City standards and codes. Separate the two systems between the 1st hole on the South and the 1st hole on the North.
- Q5. Cart Path / Maintenance Paths Attachment A, Section 2.1.G.1 calls for all existing cart and maintenance paths to be removed. Attachment G, Section 7.1.1

calls for the Design/Build team to provide a complete, new concrete cart path system for the entirety of the golf course, including (per Section 2.1.G.6) the removal and replacement of the maintenance path near Hole #9 (which we assume is the path that runs between hole #4 and hole #9). Our question is how much more maintenance path is required for this project beside that which runs between golf holes #4 and #9? Today, the golf course has maintenance paths between golf holes #10 and #18, and path that runs from the maintenance building south to hole #18 tees and then west to golf holes #5, #6, #7 and #8. Are these paths to be replaced as well? Can the new concrete cart path share the same right-of-way as the new maintenance path? Or are cart paths and maintenance paths to be fully independent of one another? More clarification regarding the maintenance path requirements would be beneficial.

- A5. Design-Builder shall assume that the entire cart path and maintenance pathways are being replaced. As the design of the project proceeds, a few cart and maintenance pathways may remain in place.
- Q6. Grassing Are disturbed fairways and roughs allowed to be seeded with Kikuyugrass? Or is sod (whether new or salvaged) required?
- A6. All Kikuyugrass areas removed may be seeded (as approved by the City) or sprigged (with on course material) until June 17, 2016. All areas that are not seeded or sprigged after June 17, 2016 shall be sodded with Kikuyugrass. The seed, sprigs & sod and their grow-in will be the responsibility of the Design-Builder until the area is fully established.
- Q7. Landscape – Attachment G, Section 7.1.6 calls for a minimum of five (5) acres of existing turf to be converted to drought tolerant landscape, including "necessary grading, planting, irrigation and decomposed granite." Attachment A, Section 2.1.I.3 states that ½ of the planting area shall be covered with stabilized decomposed granite and the remaining soil to be secured with soil stabilizer only. Therefore, if five (5) acres are being removed, 2.5 acres receive decomposed granite and 2.5 acres is bare soil with stabilizer. Our question is Attachment A, Section 2.1.I.8 states that "up to four (4) acres of native hydroseed shall be planted at golf course edges." How does this hydroseeding component apply to the five (5) acre turf removal requirement? For example, if five (5) acres of turf are proposed to be removed, does four (4) acres now become hydroseeded area, .5 acres become decomposed granite and .5 acres become bare soil with stabilizer? Or can the hydroseeding component be omitted completely? More clarification would be helpful concerning the requirements of hydroseeding, decomposed granite and bare soil with stabilizer.
- A7. Hydroseeding shall be omitted completely. ½ of the planting area shall be stabilized decomposed granite and ½ shall be soil with stabilizer.
- Q8. In Addendum 2, Exhibit A, the opening project description paragraph (p.4 of 50), includes the statement "Up to 20 acres of turf will be removed and replaced with low water use coastal landscape treatment", yet on p.49 as a core value on p.48-49

- of the "Required/Core Items", it is says "Remove and replace 5 acres of turf with drought tolerant planting...". Which is the basic requirement of the RFP?.
- A8. The core items noted in the RFP are all required. Therefore, 5 acres of turf shall be removed as a part of the required core items. Additional acreage may be added as the best value portion of the contract.
- Q9. Would MP Rotors be acceptable on slope areas in the coastal landscape planted areas instead of bubblers? It seems a spray system would be easier to apply and lesson chances for erosion.
- A9. Bubblers are required.
- Q10. Would the following items that are listed in the planting plans scope of work be considered part of the 'Required/Core Items' or 'Best Value Items?'.
 - a. Up to 4 acres of native hydroseed.
 - b. Removal of the 32 trees (including stump and grinding).
 - c. 75-36" box trees.
- A10. Hydroseeding shall be omitted completely. $\frac{1}{2}$ of the planting area shall be stabilized decomposed granite and $\frac{1}{2}$ shall be soil with stabilizer; removal of trees is a core item; and providing 75 24" box trees is a best value item.
- Q11. On p.12 of 50, item 2, it mentions "when mature, a maximum 20% (15% min) coverage of the overall areas being planted shall be covered w/ Planting. What is defined as mature and how is maturity going to be determined by city?
- A11. Areas shall be planted at a spacing defined by the growth habit of the plant. This, along with industry standards, shall be used to determine maturity.
- Q12. How many submittals are required for review by the city for the golf course plans (ie...50%, 75% and 100%) before acceptance?.
- A12. Design-Builder shall plan to submit 100% drawings for review and acceptance. However, the Design-Builder may wish to submit earlier to the City for a cursory review, if desired.
- Q13. Can additional items like below be added and receive credit for "Best Value" such as Torrey Pine tree relocation or additional but small box trees such as 24" box?.
- A13. All trees additions are being changed to 24" box. No credit for best value will be given for any Torrey Pine tree(s) relocation or the planting of trees beyond the 75 24" box trees.
- Q14. There is an irrigation discrepancy in the RFP for the hydroseed. It just says all non-turf landscape areas to be irrigated by bubblers, but this doesn't work for hydroseed. Based on the size of the hydroseed areas, would MP rotators be acceptable?.

- A14. Hydroseeding shall be omitted completely. ½ of the planting area shall be stabilized decomposed granite and ½ shall be soil with stabilizer. Therefore, all non-turf areas shall be irrigated by bubblers.
- Q15. On page 12 of Addenda "2", section I.3 of the RFP the requirement for the placement of the 3/8" stabilized Decomposed Granite is described. In the 1st and 2nd line of the description the City describes this as follows: "Groundcover shall consist of 3/8" minus, stabilized decomposed granite, 1" to 2" deep".

Over such a large area the quantity variable between 1" and 2" depth is substantial. For bid purposes the City needs to direct the bidders what specific depth to use in the bid. What single number depth does the City want the bidders to use for the bid preparation on this project?

- A15. Stabilized decomposed granite to be a minimum of 1" thick in all areas.
- Q16. Again referencing page 12 of Addenda "2," section I.3 the City has indicated that approximately ½ of the planting areas (of Zones 1 and 2 as shown on the Bridging document plans) "that consists of bare soil shall be covered in stabilized decomposed granite. The remaining soil shall be secured using soil stabilizer only, as approved by the Golf Division."

We are not clear as to what is to be "approved by the Golf Division." Is the City speaking of the areas which will remain as bare soil or is the City speaking of the type of stabilizer to be mixed into the soil? In any event the requirements for the stabilizing of the bare soil are not found within the RFP as to depth of stabilizer incorporation, type/method of incorporation and product to be used. Please clarify.

- A16. The Design-Builder shall work with the City in determining final areas which shall remain bare soil with stabilizer and those areas which shall utilize stabilized decomposed granite, such that no more than ½ of the area shall be soil with stabilizer and no more than ½ of the area shall be stabilized decomposed granite. The soil stabilizer shall be a polymer-type of stabilizer, environmentally friendly, that complies with all MS4 permit and MND requirements.
- Q17. Please reference page 30, section G.7 of the RFP document which was released on June 25, 2015. This is the original document released prior to the project being postponed via Addenda "1". In this paragraph the contractor is given direction that we are to assume "that up to 4,500 one (1) gallon plants shall be installed in landscape areas. Referencing Addenda "2", pages 11 and 12, section I does not provide any biddable indication of the number of plants that we are to assume, the closest indicator being sections I.2 and I.7, neither of which is adequate information for determining the number of 1 gallon plants to include "for bid purposes". This is not only an impact on the potential number of shrubs but this has a direct impact on the associated irrigation. For bid purposes the contractor either needs a "for bid purposes" quantity or a mandated on center spacing for the 15%-20% of area that is proposed to receive the shrubs. And the 15%-20% range

- needs to be defined to a single number in lieu of a range just as we have asked for a single depth for the decomposed granite instead of a range. While we understand that this is a "design-build" concept, numerical ranges generally lead to miss-understanding and conflicts. Please clarify the aforementioned points.
- A17. The requirement for up to 4,500 one (1) gallon plants was removed in Addendum #2. In all areas where turf shall be removed and replaced with coastal landscape, a minimum of 20% of the overall square footage of these areas must be covered by plants when mature. The final number of plants will be determined by the overall amount of turf proposed to be removed.
- Q18. Please reference page 8 of Addenda "2", section F.4. The paragraph reads "In areas where coastal landscape is to be planted, all irrigation shall be bubbler type irrigation, the type and style to be approved by City staff". As we presently do not know what type and style will be approved by City staff the bidder needs guidelines, model numbers, details or something along those lines. Please clarify.
- A18. See the Greenbook, Whitebook, the Consultant's Guide to Park Design & Dev. @ http://www.sandiego.gov/park-and-recreation/pdf/parkdesign/consultantsguide2011.pdf, and the San Diego Regional Standards Drawings for information on bubblers and approved bubbler irrigation equipment.
- Q19. Please reference page 8 of Addenda "2", section F.5. Will the City staff require that lateral irrigation lines used in the "coastal landscape" and hydroseed zones be constructed of HDPE or is the use of this pipe limited to the Golf Course Turfed areas? Since there may be many side connections coming off of an irrigation lateral header of say 1 ½" size the number of fused joints could be quite material and labor intensive whereas in the typical Golf Course Turfed areas the row and head spacing are generally much father spaced. Please clarify/verify as to if this is what the City wants in the converted "coastal landscape" and hydroseed areas.
- A19. Hydroseeded areas have been removed from the RFP. It is acceptable to utilize standard irrigation piping for bubblers in coastal landscape areas. However, all turfed areas must utilize HDPE.
- Q20. For the project referenced-archaeological monitoring is expected for all ground disturbing activity, not just the areas near the known sites? Correct? As I see it, the MND calls for monitoring the whole project.
- A20. Yes, the entire site requires monitoring.
- Q21. What is the overall acreage of Torrey Pines?
- A21. See pages 9 through 11 of this Addendum.

- Q22. Given the uncertainty and lack of a definitive ruling on the eligibility of the consultants who participated in the creation of the pre-development plan, will the city extend the proposal date beyond the current due date of September 29, 2015?
- A22. No, the City is not extending the current due date.
- Q23. On page 28 of Addendum #2, line item #19, it states that all tees shall have a complete, separate, independent irrigation system. Are you requesting that we have a separate mainline for all tees, separate from the mainline system feeding the rest of the course?
- A23. A separate mainline is not required. Instead, tees shall each have their own valves.
- Q24. There is a path that goes from the Maintenance Area West of the Driving Range, runs between holes #5 & #8, and continues out to the dump area out by Holes #5, #6, & #7. Is that path to be included in any scope of work for the project (i.e. removal, replacement, etc.)?
- A24. Yes, this maintenance path is to be included in the scope for the project.
- Q25. Is our bid supposed to be based on a 60' triangular spacing for the VIH sprinklers?
- A25. Bid shall be based on same spacing as required on Balboa Park Golf Course irrigation plans, as included in this RFP.
- Q26. Are Carson plastic valve boxes acceptable in lieu of the Christy concrete valve boxes?
- A26. No, concrete valve boxes shall be used.

ADDENDUM 2

- 1. Section 2, Scope of Work / General Specifications, Sub-section 2.1. North Course, page 12, Letter I, Planting Plans, numeral 2, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2. When mature, a minimum of 20% of the overall square footage of areas where coastal landscape is being planted shall be covered with plant materials, creating isolated pockets of plants, leaving the majority of these areas open and playable. Maximum plant size of 1 gallon.
- 2. Section 2, Scope of Work / General Specifications, Sub-section 2.1. North Course, page 12, Letter I, Planting Plans, numeral 3, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 3. Groundcover shall consist of 3/8" minus, stabilized decomposed granite, a minimum of 1" deep, which closely matches the color of the canyon soils for all planting areas. City staff shall approve final color of

decomposed granite. Approximately ½ of the planting areas that consist of bare soil shall be covered in stabilized decomposed granite. The remaining soil shall be secured using an environmentally friendly, polymer type soil stabilizer. Areas close to the golf course, away from canyons, shall utilize stabilized decomposed granite. Other areas closer to canyons shall utilize soil stabilizer only.

- 3. Section 2, Scope of Work / General Specifications, Sub-section 2.1. North Course, page 12, Letter I, Planting Plans, numeral 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 5. It shall be assumed that 75 trees (24" box) shall be planted on the site.
- 4. Section 2, Scope of Work / General Specifications, Sub-section 2.1. North Course, page 12, Letter I, Planting Plans, numeral 8, **DELETE** in its entirety.
- 5. Section 2, Scope of Work / General Specifications, Sub-section 2.1. North Course, page 13, Letter K, Grassing and Sod, ADD numeral 4 as follows:
 - 4. The City shall pay an independent turf grower (West Coast Turf) the sum of \$30,000 (thirty thousand dollars) to initiate the contract grow of the required 125,000 square feet of Tyee/007, prior to the City awarding this contract to a Design-Builder. However, the Design-Builder is responsible for all future and remaining payments, fees, costs, delivery charges, etc. for the turf beyond the \$30,000 (thirty thousand dollars) paid by the City to initiate the contract grow. The City is initiating the contract grow with the turf grower so that the grass can be seeded at the appropriate time. The City shall have no further financial or any other responsibility for the contract grow turf after payment of the \$30,000 (thirty thousand dollars).
- 6. Section 2.5, Bridging Documents, page 39, Sub section 2.5.15, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2.5.15 The Design-Build Team shall comply with all the requirements of the attached Notice of Determination, Site Development Permit and Final Mitigated Negative Declaration, adopted October 10, 2014, Project No. 346889, as issued by the City's Development Services Department.

James Nagelvoort, Director Public Works Department

Dated: September 17, 2015

San Diego, California

JN/AJ/Lad

North Course Square Footage

Oct. 29, 2014

Hole	Green Sq Ft.	Acre	Approach	nes Acre		Tees Sq Ft.	Acre	Fairways Sq Ft.	Acre	Roughs Sq Ft.	Acre	Complete H	l ole Acre
1	•	0.088	•	0.042	M	•	0.72	70218		386140		466848	
					A		0.028						
					R	466	0.011						
2	5046	0.116	2560	0.059	M	4594	0.106	35462.2	0.814	213349.3	4.8978	261011.5	5.992
3	4374	0.1	0	0	Р	900	0.021	0	0	69443.38	1.5942	83983.68	1.928
					Р	871.3	0.02						
					M	8395	0.193						
4	4017	0.092	1825	0.042	Р	721	0.017	60243.5	1.383	188029.3	4.3166	260227.4	5.974
					Р	596	0.014						
					M	4795.66	0.11						
5	5283	0.121	2021	0.046	Р	765.6	0.018	51705.7	1.187	346233.6	7.9484	410465.9	9.423
					M		0.102						
6	3240	0.074	1126	0.026	Р		0.018	0	0	195830.8	4.4957	206692.2	4.745
					Р	481.6	0.011						
					Р	240.5	0.006			DUMP #6		99099	2.275
					Р	176	0.004						
					Р	892.2	0.02						
					М	1390	0.032						
					Р	790	0.018						
					М	906.5	0.021						
F-42-06-					R	830.6	0.019					·-,	
7	4536	0.104	1503	0.035	Р	2269	0.052	51575	1.184	146572.1		209567.2	4.811
					М	2647	0.061						
					R	465	0,011						
8	4340	0.100	1650	0.038	М	6245	0.143	61376	1.409	256530.2	5.889	330141.2	7.579
9	<i>4</i> 630	0.106	2080	0.048	Р	887	0.02	81675	1 875	267114.5	6.132	362288.5	8.317
,	7030	0,100	2000	0.0-0	М		0.136	310/3	1.073	20, 117,3	0.132	302200.3	0.517
<u> </u>													
	Green		Approach	nes		Tees		Fairways		Roughs		Complete H	łole
1-9.	39319	0.814	12765	0.293		52700	1.21	342037	7.852	1683103	35.274	2223477	51.044

Hole		Green		Approach			Tees		Fairways		Roughs		Complete	
10		•	Acre	•	Acre		•	Acre	•	Acre	•	Acre	•	Acre
		4583	0.105	2688	0.062	M		0.108	54058.0	1.241	272452.3	6.2552	339245.3	7.788
						R		0.017	· · · · · · · · · · · · · · · · · · ·				<u> </u>	
11		3574	0.082	2019	0.046	P	853	0.02	84288.6	1.935	210818	4.84	306836.6	7.044
						P		0.008						
						M	4932	0.113						
12		4124	0.095	1907	0.044	Р		0.015	16417.8	0.377	113288.3	2.6006	142354.1	3,268
						Р		0.015						
						M	7187	0.165						
13		3831	0.088	1895	0.044	Р	921	0.021	65122.2	1.495	274499	6.0868	343906.2	7.895
						Р	1647	0.038						
						М		0.108						
					VAIV	R	673	0.015						
14		4413	0.101	1234	0.028	Р	1010	0.023	84680.6	1.944	263500.6	6.0491	361025.3	8.288
						М	5592	0.128						
						R	595	0.014					***************************************	
15		3856	0.089	2124	0.049	М	3988	0.916	61724.5	1.417	206568.8	3.9182	278261.3	6.388
16		4736	0.109	2172	0.050	Р	484	0.011	45128.2	1.036	161975	3.7186	220065.1	5.052
				<u>.</u>		M	5570	0.128		·····				
									LAKE ACR	EAGE				
17		6093	0.140	2880	0.066	М	2961	0.068 T	5457	0.125	100380.8	2.304	123144.1	2.827
						R	720.3	0.017	4652	0.107				
18		5537	0.127	2145	0.049	Р	805	0.018	51749.3	1.188	281992.8	6.4738	348610.7	8.003
						М	5780	0.133			DUMP #18,D	R SLP	812394	1.865
						R	601.6	0.014						
PG		9376	0.215								3478.55	0.0799	12854.55	0.2951
PK L	ot								North Law	'n	5880	0.1351	14307.1	0.3284
									30 Min Pa	rking	3577	0.0821		
									South Law	'n	1651	0.0379		
									Entrance l	-awn	2917	0.0669		
,			10171 - Theorem						Wall Lawn	l	282.1	0.0064		
DR	N	1145	0.026			N	15738.9	0.361					250513.6	5.751
	SW	2569	0.059			S	32768.9	0.752						
	SE	2446	0.056			(Te	e surfaces	with PG	's subtracte	ed)				
		Golf Gree	ens	Approach	ies		Tees	1	Fairways		Roughs		Complete I	Hole
	8,PG		1.151		0.437		56154.9	2 112	463169.1	10.87	_	42 327	3288697	

Summary of Total Acreage for North Course - Torrey Pines

Oct. 29, 2014

Green		Approaches		Tees		Fairways		Roughs		Complete I	Hole
1-9.	39319 0.814	12765 0.293		52700	1.21	342037	7.852	1683103	35.274	2223477	51.044
10-18,PG	50123 1.151	19064 0.437		56154.9	2.112	463169	10.87	1888954	42.327	3288697	58.713
Totals:	89442 1.965	31829 0.731		108855	3.322	805207	18.72	3572057	77.6	5512174	109.76
PG	Shrubs	East of PG		2286	0.052						
Pk Lot	Shrubs	Along fence 18		1400	0.032						
		Entrance		1587	0.036						
		East end PK	N	8210	0.189						
		East end PK	S	4138	0.095						
Clubhou	se Shrubs			4181	0.096						
North Sh	ırub Total			21802	0.5						
	,										
LAKE A	CREAGE	17 Tee		5457	0.125						
		17 Grn		4652	0.107						