# **City of San Diego**

**CONTRACTOR'S NAME**: Landscapes Unlimited, LLC

ADDRESS: 1201 Aries Drive, Lincoln, NE 68512

**TELEPHONE NO.:** 402-423-6653 **FAX NO.:** 402-423-4487

CITY CONTACT: Brittany Friedenreich, Sr. Contract Specialist, Email BFriedenreic@sandiego.gov

Phone No. (619) 533-3104

J. Pan / R. W. Bustamante / L. I. Russell

## PROPOSAL DOCUMENTS





## **FOR**

**MACC TASK NUMBER: 01** 

## TORREY PINES GOLF COURSE TEMPORARY DRIVING RANGE

RFQ NO.:	K-20-1852-MAC-3-C
RFP NO.:	K-21-1967-MAC-3-A
SAP NO. (WBS/IO/CC):	B-17063
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	CA, EA

## THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- ▶ PREVAILING WAGE RATES: STATE 

  FEDERAL 

  FEDERAL
- ➤ APPRENTICESHIP

## **PROPOSALS DUE:**

12:00 NOON OCTOBER 26, 2020

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

## **DEPUTY CITY ENGINEER**

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

Affli.	10/7/20	Seal:	C 73246, EXP. 13/20/20
For City Engineer	Date	2 5 4.1	O'ATE OF CALIFORNIE

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## **REQUEST FOR PROPOSAL**

## 1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) second step in the two-step solicitation process to acquire Design-Build services for the Torrey Pines Golf Course Temporary Driving Range, Task Number 01 Design-Build project.
- **1.2.** Pursuant to the City's Request for Qualifications **RFQ K-20-1852-MAC-3-C**, this RFP is being issued exclusively to the previously selected firms who have each been awarded a Multiple Award Construction Contract (MACC) with the City.
- 1.3. All MACC awardees are to submit a responsive good-faith Proposal for this Task Order. Failure to do so may result in the City's rescinding the award of the MACC contract. MACC awardees who fail to submit Proposals twice in twelve month period may have their MACC contract rescinded and be ineligible to submit future proposals.
- **1.4.** Failure to submit all requested information in accordance with the requirements of the RFP may be cause for disqualification.
- **2. SUMMARY OF WORK:** This is the City solicitation process to acquire Design-Build services for a Design-Build project. Design and construction of temporary driving range and restoration. For additional information refer to Attachment A.
- **3. COMPETITION:** This RFP is being issued only to the shortlisted contractors pursuant to **RFQ K-20-1852-MAC-3-C.**
- 4. PROPOSAL DUE DATE AND TIME ARE: October 26, 2020 at 12:00 NOON.
- **5. ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$1,148,000**.
- **6. LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
- **7. CONTRACT PERIOD:** Project shall be completed within **195 Working Days** from the Notice to Proceed (NTP). See additional information in Attachment A.
- 8. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D.
- **9. SUBCONTRACTING PARTICIPATION PERCENTAGES**: The mandatory minimum subcontractor participation percentages for this RFP are as follows:

SERVICE	SLBE	ELBE	DVBE	SUBCONTRACTING
				REQUIREMENT
Design Services	9.8%	11.8%	3.9%	25.5%
<b>Construction Services</b>	7.9%	9.7%%	7.8%	25.4%

**Notes**: Subcontracting Requirement is the percentage of the individual contract elements i.e., Design Services or Construction Services.

- **9.1.** The Design-Builder shall submit subcontractor participation percentages that are not less than the specified subcontracting requirements.
- **9.2.** The required subcontracting percentages apply to 1st tier Subcontractors only.
- **9.3.** For the purpose of achieving the proposed subcontractor participation percentage, Allowance Proposal Items will not be included in the calculation. The Design-Builder may not substitute DVBE for SLBE/ELBE or SLBE/ELBE for DVBE. Subcontracting percentages for design and construction may not be substituted for one another.
- **9.4.** The Proposal shall be deemed non-responsive if the Subcontractor and Supplier listings submitted and enclosed with the Price Proposal fail to meet the above minimum required subcontracting participation levels.

## 10. SELECTION AND AWARD SCHEDULE:

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

**10.1.1.** Proposal Due Date October 26, 2020

**10.1.2.** Selection and Notification October 30, 2020

**10.1.3.** Limited Notice to Proceed November 27, 2020

## **INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS**

- 1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:
  - **1.1.** Contractors submitting a Proposal must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
  - **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.
  - **1.3. Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
    - **1.3.1.** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
    - **1.3.2.** Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
    - **1.3.3.** Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
    - **1.3.4.** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
  - **1.4.** Complete information and links to the on-line prequalification application are available at:

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

- **1.5.** Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on PlanetBids™.
- 2. ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: Proposals will be received in <u>electronic format (eBids) EXCLUSIVELY</u> at the City of San Diego's electronic bidding (eBidding) site, at: <a href="http://www.sandiego.gov/cip/bidopps/index.shtml">http://www.sandiego.gov/cip/bidopps/index.shtml</a> and are due by the date, and time shown on the cover of this solicitation.

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

- 2.8.1. Important Note: Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.
- **2.9. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** To request a copy of this solicitation in an alternative format, contact the Engineering & Capital Projects Department Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

## 3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

- **3.1.** The proposer, by submitting its electronic proposal, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic proposal, the proposer certifies that the proposer has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its proposal, the proposer acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this proposal are true and correct.
- **3.4.** Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- **3.5.** The Proposer agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
- 4. **PROPOSALS ARE PUBLIC RECORDS:** Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposal's General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

## 5. EQUAL OPPORTUNITY CONTRACTING

- **5.1.** As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- **5.2.** The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

## 5.3. Design-Builder's Work Force

- **5.3.1.** The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.
- **5.3.2.** If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.
- **5.3.3.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

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

- **5.4.1.** The Design-Builder shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment or other sanctions.
- **5.4.2.** This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.
- **5.4.3.** As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint,

including any remedial action taken. If there have not been any complaints filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

## 5.5. Contractor Registration and Electronic Reporting System

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

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

- **5.5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer
- **5.5.3.** Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

http://stage.prismcompliance.com/etc/vendortutorials.htm

- **5.5.3.1.** The City may retain progress payments if:
- **5.5.3.2.** The non-registered Design-Builder, Subcontractors or Suppliers fail to register.
- **5.5.3.3.** EOCP reporting is delinquent or inadequate.
- **5.5.3.4.** Underpayment has occurred.

## 6. PRE-PROPOSAL ACTIVITIES

## 6.1. Submission of Questions

**6.1.1.** The Director (or designee) of the Engineering & Capital Projects Department is the officer responsible for opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Engineering & Capital Projects, Contracts Division 525 B Street, Suite 750, MS 908A San Diego, California, 92101 Attention: Contract Specialist listed on the front cover of this RFP. OR:

To the Email address of the Contract Specialist listed on the front cover of this RFP.

- **6.1.2.** Questions received less than 14 Days prior to the Proposal due date may not be considered.
- **6.1.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- **6.1.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

#### 6.2. Revisions to the RFP

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

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

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

- **7.1.** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of Public Works Contracts.
- **7.2.** The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, local conditions, and as to the requirements of the Contract Documents.
- **8. CHANGES TO THE SCOPE OF WORK:** Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards
- **9. DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or

failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

- **10. BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.
- 11. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME. Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

- **11.1. TECHNICAL PROPOSAL REQUIREMENTS:** Technical Proposals submitted in response to this RFP shall be in the following order and shall include:
  - Legal name of company.
  - Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
  - Year of establishment of entity.
  - If company is subsidiary of a parent company, identify the parent company.
  - Address of main office.
  - Address of San Diego satellite office if applicable.
  - Contact information for firm, including name, title, email address and telephone number.
  - Number of employees in San Diego County.
  - Applicable License(s):
  - City of San Diego Business License Number, including expiration date.
  - State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
  - Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.
  - **11.1.1.** The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8<sup>1/2"</sup> x 11"), exclusive

of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.

- **11.1.2.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Technical Proposal shall be organized consistent with the format in Attachment G.
- **11.1.3.** Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with Attachment G.
- **11.1.4.** Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

## 11.2. PRICE PROPOSAL REQUIREMENTS

- **11.2.1.** A clearly marked, signed PDF of the Price Proposal is to be submitted in a separate PDF. This **is not** to be included with the Technical proposal. Refer to Attachment H of this RFP for any Price Proposal forms required to be used.
- **11.2.2.** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- **11.2.3.** The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.
- **11.2.4.** In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.
- **11.2.5.** The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

## 12. SELECTION CRITERIA AND SCORING

- **12.1.** An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.
- **12.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G.

- **12.3.** The Panel will review all proposals received. Evaluation and selection will be in accordance with Attachment G.
- **12.4.** Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- **12.5.** Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

#### 13. SUBCONTRACTOR INFORMATION:

**LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in 13.1. the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall state the DIR REGISTRATION NUMBER for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 3-2, "SELF-PERFORMANCE", "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

**13.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards

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

**13.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

#### 14. AWARD

- **14.1.** After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- **14.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- **14.3.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- **14.4.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- **14.5.** Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- **14.6.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any

- Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.
- **14.7.** To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

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

- **15.1.** The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- **15.2. Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- **15.3. Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- **15.4. Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- **15.5. Submittal of "Or Equal" Items.** See 4-6, "TRADE NAMES" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- **15.6. Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- **15.7. San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- **15.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
  - **15.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

- **15.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- **15.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- **15.8.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- **15.8.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- **15.8.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- **15.8.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- **15.9. Prevailing Wage Rates Apply:** Refer to Attachment D.
- **15.10. Reference Standards:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2018	PWPI010119-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawing	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06

	Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD 2014 Rev 5)		2014	PWPI042220-09
http://www.d	dot.ca.gov/programs/safety-programs/camutcd/camutcd-		
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/			
*Electronic updates to the Standard Drawings may also be found in the link above			

## **ATTACHMENTS**

## **ATTACHMENT A**

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

#### **ATTACHMENT A**

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

## **PROJECT DESCRIPTION:**

The City of San Diego has entered into an Agreement with the U.S. Golf Association (USGA) to host the 121st U.S. Open Championship at Torrey Pines Golf Course in 2021. In order to be properly prepare for the event, the City is moving forward with the implementation of a temporary driving range to be constructed between holes 1 and 18 on the North Golf Course at Torrey Pines. The temporary driving range construction (Phase A) including sod installation shall be constructed by March 18, 2021. After the U.S Open Championship is finished the site will be restored to original preconstruction condition and the temporary driving range restoration (Phase B) shall be completed by August 31, 2021.

See Attachment E, Supplementary Special Provisions, Section 3-13.1 for Substantial Completion Requirements. See Attachment E, Supplementary Special Provisions, Section 6-9 for Liquidated Damages provisions associated with Substantial Completion requirements.

## **TABLE OF CONTENTS:**

Scope of Work

**Technical Specifications** 

Reference Documents

#### TORREY PINES GOLF COURSE TEMPORARY DRIVING RANGE

**1. SCOPE OF WORK:** The primary scope for this task includes but is not limited to:

## A. Site Preparation:

- 1. The Design Build Team shall locate all existing irrigation equipment prior to site preparation GPS surveying the exact location of all irrigation equipment. GPS data to be used in Golf Course Restoration, Section Seven.
- 2. Mechanical removal and off-site disposal of all designated, existing turf that the City does not wish to reuse in other areas of the course.
- 3. Removal and off-site disposal of any designated trees, stumps, brush or other vegetative debris.
- 4. All removal, disposal and clean-up operations required to complete the designated work for the Temporary Tee Box.

## B. Debris Disposal:

- 1. No debris will be disposed of on-site.
- 2. Immediately as debris is generated, the Design Build Team shall transport all debris, both vegetative and non-vegetative, to its designated Staging Area(s), for subsequent off-site disposal.
- 3. All non-vegetative debris must be hauled to a dumpster(s) supplied by the Design Build Team and located within the Design Build Team's designated Staging Area(s).
- 4. The Design Build Team must maintain all Staging Areas in an orderly condition that minimizes any negative impact on the golfer's experience and that is suitable to the City.

## C. Temporary Tee Box Shaping:

- 1. Where referenced herein, the terms "shape", "shaped" and "shaping", shall be defined to include all aspects included throughout the entire shaping process.
- 2. The Design Build Team shall shape all designated areas of the Temporary Tee Box.
- 3. The City may direct the Design Build Team to provide "Architectural Grading & Shaping Refinements", at no additional cost to the City.
- 4. Design Build Team's "shaping" pricing shall include all costs related to the generation, transportation, placement, grading and shaping of required fill material.

## D. Temporary Tee Box Construction:

- 1. Temporary Tee Box construction shall be limited to designated portions of the fairways and green approaches on Holes One, Nine and Eighteen.
- 2. All greenside chipping areas within the limits of work shall be protected in place and subsequently repaired and restored to original conditions, included existing

- under drains, sand cap, plant materials, irrigation and utilities as required by the contract documents.
- 3. General modifications and repair of existing drainage, utilities, irrigation and plant materials where disturbed by new construction and use of the temporary driving range complex.
- 4. Removal and reinstallation of concrete cart path paving where disturbed by new construction.
- 5. Event coordination for planning the construction and removal of temporary pedestrian barriers, fencing, stations, etc. as required to support the Sporting Event and as required by the Resident Engineer.
- 6. The Design Build Team is not responsible for Mobilization, Construction and Removal of the Grandstand Structure and Accessories; however, the Design Build Team must meet and coordinate with the Resident Engineer to be aware of the Grandstand construction schedule and assist in facilitating access to the designated use areas as necessary.

## E. Sod Bed Preparation:

- 1. The Design Build Team shall prepare all soils, throughout the entire Temporary Tee Box, including any other designated areas, for subsequent grassing.
- 2. Work includes the removal and disposal of any remaining vegetative and non-vegetative debris, all tillage and other sod bed preparations.

## F. Temporary Tee Box Grassing:

- 1. The Design Build Team shall "Grass" all disturbed areas of the Temporary Tee Box, any designated out of play areas and any other areas disturbed during construction.
- 2. The Design Build Team is responsible for the initial watering of each area, immediately after "Grassing". The initial watering shall thoroughly moisten the "Grassed" area.
- 3. The Design Build Team shall be responsible for harvesting, transporting and installing all sod generated on site.
- 4. The Design Build Team shall be responsible for the supply and installation of all specified, on-site harvested and imported sod.
- G. Temporary Tee Box Irrigation. Work of this Section generally includes provision of an underground irrigation system including the following:
  - 1. Trenching, stockpiling excavation materials, and refilling trenches.
  - Complete below grade temporary system including but not limited to piping, valves, fittings, heads, modifications to the existing control system, wiring and final adjustments to insure efficient and uniform coverage as determined by Resident Engineer.
  - 3. Water Connections.

- 4. Replacement of unsatisfactory materials.
- 5. Clean-up, inspection, and approval.
- 6. Tests.
- H. Golf Course Restoration. Work of this Section includes the removal and disposal of all improvements associated with the Temporary Tee Boxes and a complete restoration of the golf course to a preconstruction condition, including the following:
  - 1. Restoration of golf course drainage system
  - 2. Grading and shaping to achieve preconstruction grades
  - 3. Restoration of tee boxes
  - 4. Restoration of fairway and approaches
  - 5. Restoration of cart paths
  - 6. Restoration of irrigation system

## 2. TECHNICAL SPECIFICATIONS

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SECTION ZERO: GENERAL CONDITIONS

SECTION ONE: SITE PREPARATION

SECTION TWO: TEMPORARY TEE BOX SHAPING

SECTION THREE: TEMPORARY TEE BOX CONSTRUCTION

SECTION FOUR: SOD BED PREPARATION

SECTION FIVE: TEMPORARY TEE BOX GRASSING SECTION SIX: TEMPORARY TEE BOX IRRIGATION SECTION SEVEN: GOLF COURSE RESTORATION

## **SECTION ZERO: GENERAL CONDITIONS**

## **PART 1 - GENERAL**

#### 1.1 BRIDGING DOCUMENTS TEAM

## A. <u>Project Name:</u>

Torrey Pines Golf Course Temporary Driving Range

## B. <u>Project Location:</u>

Torrey Pines Golf Course 11480 N. Torrey Pines Road La Jolla, CA 92037

## C. <u>Project Owner</u>:

(Identified as "Owner" or "City" in Bridging Documents)
The City of San Diego, CA

## D. <u>Project Manager</u>:

The City of San Diego, CA
Engineering and Capital Projects Department
525 B Street, MS 908A
San Diego, CA 92101
Ms. Junmin Pan
JPan@sandiego.gov

## E. <u>Golf Course Superintendent:</u>

Mr. Richard McIntosh Torrey Pines Golf Course 11480 N. Torrey Pines Road La Jolla, CA 92037 858.552.1619 RMcIntosh@sandiego.gov

## F. Resident Engineer:

(Identified as "Owner' Representative" or "Resident Engineer" in Bridging Documents)
City of San Diego

## 1.2 ARCHITECTURAL GRADING & SHAPING REFINEMENTS

## A. General

1. The Design Build Team acknowledges that as part of the typical golf course construction process the Resident Engineer, in order to achieve the desired results, may direct the Design Build Team to implement minor grading and shaping revisions in the field, above or below plan elevations, throughout the construction process in order to achieve the final desired finish elevations.

2. When so directed by the City Golf Division, the Design Build Team shall undertake and implement the minor grading and shaping revisions, to the complete satisfaction of the City Golf Division, at no additional cost to the City.

## **PART TWO - DESIGN BUILD TEAM**

## 2.1 QUALITY REQUIREMENTS

## A. Quality Control & Assurances

1. The Design Build Team is responsible for coordinating and implementing all general and specific quality-control and quality-assurance operations required to successfully complete the work.

Said operations shall include, but not be limited to the following:

- a. Testing and inspection services by appropriate entities.
- b. Activities, actions and procedures, performed before and during the work, to guard against defects and deficiencies.
- c. Mock-ups: full size physical examples to illustrate finishes and materials.
- d. Copies of all applicable permits, licenses, certificates, inspection reports, notices, receipts for fee payments, correspondence, records and similar documents establishing proper compliance with standards and regulations associated with the work.

## B. Protection & Repair

1. Protection and repair are the Design Build Team's responsibility, regardless of the assignment of responsibility for quality-control services.

## 2.2 DESIGN BUILD TEAM'S PERSONNEL

#### A. General

1. The appearance and conduct of the Design Build Team's personnel and the movement of equipment and other vehicles on site, shall be in strict adherence with Resident Engineer's requirements.

## B. Key Personnel

## 1. General

- a. Key personnel shall include, but not be limited to the Construction Superintendent, Irrigation Superintendent and the Lead Shaper(s).
- b. When submitting a Bid, the Design Build Team shall furnish the names and prior work experience of all key personnel to be involved in the project.
- c. The list of prior experience provided for each key personnel, shall be comprehensive and include the name and location of each golf course, date of construction and the name of the golf course architect.

## 2. Construction Superintendent

- a. The Design Build Team shall employ a minimum of one (1), fully-experienced and qualified Construction Superintendent.
- b. This person(s) shall be responsible for overseeing and coordinating the accurate, aesthetic, timely and functional construction of all aspects of the golf course.
- c. The Construction Superintendent shall have the experience as outlined in Attachment G.

## 3. Irrigation Installation Superintendent

- a. The Design Build Team shall employ a minimum of one (1), fully-experienced and qualified Irrigation Installation Superintendent.
- b. This person(s) shall be responsible for supervision and coordination of all aspects of the timely and proper installation of the irrigation system.
- c. The Irrigation Superintendent shall have the experience as outlined in Attachment G.

## 4. Lead Shaper(s)

- a. Unless otherwise dictated, the Design Build Team shall employ a minimum of one (1), fully-experienced and qualified, Lead Shaper.
- b. The Lead Shaper shall have the experience as outlined in Attachment G.
- c. If one Lead Shaper appears inadequate to meet the designated construction schedule, the Design Build Team shall provide additional Lead Shapers, in a timely manner and at no additional cost to the Resident Engineer.

## 2.3 PROJECT MANAGEMENT

## A. General

- 1. The Design Build Team shall provide necessary project coordination and administration services, including but not limited to the following:
  - a. Provide all supervisory and administrative personnel required for the proper execution of the work.
  - b. Coordinate its operations and installations with all other project contractors to avoid conflicts and ensure the efficient and orderly execution of all work.
  - c. Coordinate all operations to maximize conservation of energy, water and materials.

## B. Construction Progress Meetings

## 1. Frequency

a. Conduct on a weekly basis. To the extent possible, meetings shall occur on the same day, and at the same time, each week.

## 2. Notification

a. The Design Build Team shall be responsible for meeting notification of all attendees, at least two (2) days prior to the meeting.

## 3. Attendees

- a. Attendees may vary from week to week, but shall typically include the City, each contractor, subcontractor, and any other party concerned with current progress, or involved in planning, coordination, or performance of future activities.
- b. All participants shall be familiar with the Project and authorized to conclude matters relating to the Work.

## 4. Agenda

- a. The Design Build Team shall prepare the meeting Agenda and distribute same to all involved parties, at least two (2) days prior to meeting
- b. Typical Agenda topics:
  - 1. Review, correction, adoption of prior Meeting's minutes.
  - Review and evaluation of the Design Build Team's Construction Schedule. If behind schedule, determine necessary steps and confirm commitments to expedite work and remediate delays, including increasing staffing and equipment levels.
  - 3. Review and discuss status and future needs of each Project entity represented.
  - 4. Review and evaluation of Project budget and discussion of required remediation.

## 5. Meeting Minutes

- a. Prepare comprehensive meeting minutes, including significant discussions, agreements and action items.
- b. Distribute minutes to all attending and absent parties, within two (2) days of the meeting.

## 6. Construction Schedule Updates

a. After each meeting, the Design Build Team shall revise its Construction Schedule, in accordance with meeting discussions, and issue the updated schedule with the meeting minutes.

## C. Reports

## 1. General

a. Whenever practical, the Design Build Team shall incorporate photographs in all reports to help illustrate specific comments and concerns.

## 2. Daily Construction Reports

- a. Prepare a daily construction report recording the following information concerning events at the Project Site:
  - 1. List of subcontractors on site.
  - 2. List of separate contractors at Project Site.
  - 3. Count of personnel at Project Site.
  - 4. High and low temperatures and general weather conditions.
  - 5. Accidents.
  - 6. Meetings and significant decisions.
  - 7. Unusual events (see "special reports" below).
  - 8. Stoppages, delays, shortages, and losses.
  - 9. Orders and requests of jurisdictional authorities.
  - 10. Change Orders received and implemented.
  - 11. Services connected and disconnected.
  - 12. Equipment or system tests and startups.
  - 13. Substantial Completions authorized.

## 3. Special Reports

- a. General
  - 1. Submit special reports directly to the Resident Engineer within one day of an occurrence.
  - 2. Distribute copies of report to parties affected by the occurrence.
- D. Permit Inspection Meetings
  - 1. Attendance during all inspections and compliance with all regulations.
- E. Environmental Management Plan
  - 1. Coordination of all scheduling, meeting and reporting requirements.
- F. Field Measurements and Reports
  - 1. Throughout construction, the Design Build Team shall submit a weekly project status report to the City.
  - 2. Content and format of this report shall be discussed prior to the start of construction. Included in this report shall be:
    - a. Project task percentage complete to date.
    - b. Two-Week Task Look Ahead.
    - c. Daily activities and weather conditions.

- d. Major project concerns and issues.
- e. Equipment/Manpower Report.
- f. Personnel Safety Meeting Reports.
- g. Current Pay Application/Change Order Summary
- 3. Preparation of forms and paperwork required by the City for sign-off of work completed: Load Count sheets, feature sizes, grassing quantity, etc.
- 4. Bi-Weekly field measurements of hole-by-hole yardages, feature sizes, and all other budget-related line items to help ensure compliance with design, budget and completion goals.
- 5. Bi-weekly field measurements of areas grassed, sod installed, areas yet to be grassed, etc. to help monitor costs and to project completion totals.
- 6. Maintenance of up-to-date lists reflecting the time and costs involved in actual work completed on each line item in the Budget. The format for such lists will be subject to the approval of the City. The lists will be incorporated in the Monthly Budget Report for each monthly Budget meeting.
- 7. Monthly estimates of the time and costs required for the completion of each line item in the Budget. These lists will also be incorporated in the Monthly Budget Report for each monthly Budget meeting. They will be utilized by the Resdient Engineer to initiate possible additions or deletions. All totals must be accurate at the time of submittal.
- 8. The Design Build Team will be responsible for the accuracy of all numbers submitted in the Monthly Budget Report. Resdient Engineer reserves the right to verify the Design Build Team's measurements.

## G. Material / Vendor Submissions

- 1. General
  - a. The Design Build Team is required to submit two (2) copies of submission packets relating to the following items, to the City for review and approval:
    - 1. Drainage materials
    - 2. Imported sand and topmix materials
    - 3. Washed pea gravel
    - 4. Any Imported fill material
    - 5. Imported sod supplier(s)

## 2. Owner Approval

a. The Design Build Team must obtain Resdient Engineer's written approval on all above items, prior to procurement or delivery of same to the project site.

## 2.4 AS-BUILT DRAWINGS

## A. General

 The Design Build Team is responsible to supply all resources necessary to produce a complete set of "As-Built" drawings, for all work included under the Design Build Team's scope of work.

## B. Format

1. All As-Built drawings shall be produced by means of accurate GPS survey grade equipment / instruments and be prepared in AUTOCAD format, at a scale previously agreed to by the Resdient Engineer.

## C. Content

- 1. Items shown on the final As-Built drawing shall include, but not be limited to, the following:
  - a. All storm drainage infrastructure & catch basins
  - b. Cart paths, curbing and cart path drain inlets
  - c. Perimeter & size of all: Greens, Tees, Sand Bunkers and Fairways
  - d. Area delineation of all turf types
  - e. Buildings & structures (only on Golf Course)
  - f. Drainage sumps and connections to golf features
  - g. Complete Irrigation System (Refer to Irrigation Specifications for asbuilt details)
- 2. Wells, roads and any other items left in place

## D. Progress Prints & Payments

1. As construction proceeds, the Design Build Team shall prepare and submit the above noted "As-built" drawings on a monthly basis, with each payment application, as a pre-requisite for certification of payment.

## E. Final Plan

1. The Design Build Team is required to deliver two (2) copies of the As-Built drawings to the City, prior to submittal of final Progress Billing, so that all material and work quantities may be verified in the field. This survey will be the primary means to determine As-Built quantities versus contract quantities.

## PART THREE - CONTRACT DOCUMENTS, BID REQUIREMENTS & PROCEDURES

#### 3.1 CONSTRUCTION SCHEDULE

## A. General

1. See Section 6-1 Construction Schedule and Commencement of Work of the Greenbook and Whitebook for further requirements.

- 2. As part of its Bid, the Design Build Team shall submit a proposed "Construction Schedule", outlining the completion of all work described in the Contract Documents.
- 3. The Construction Schedule shall be structured and executed to accommodate the following, "Milestone" Grassing dates:
  - a. Installation of approved sod, generated on site or imported, may begin in a given area, as soon as possible, after the specified work has been completed and approved.
  - b. Installation of all sod must be complete by March 18, 2021.
  - c. All sod removed shall be reinstalled within five (5) days of striping. All removed sod shall be stockpiled in rolls and protected under shaded areas prior to reinstallation.
- 4. Design Build Team shall complete all specified work, allowing for weather and any unforeseen delays, either on or before the designated completion date.
- 5. Copies of the approved schedule, as well as all subsequent updates and revisions, shall be distributed to the City, separate contractors, testing and inspecting agencies, and other parties identified by the Design Build Team and the City.

## B. Updates & Revisions

- 1. As the Work progresses, The Design Build Team shall indicate the "actual completion" percentage for each activity.
- 2. The Design Build Team shall revise the schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
- 3. At bi-weekly intervals, the Design Build Team shall update the schedule to reflect actual construction progress and activities. The updated schedule shall be issued to all participants, at least two (2) days before each regularly scheduled progress meeting.
- 4. Include a report with each updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

## C. Staffing & Equipment

1. Throughout construction, the Design Build Team shall always maintain sufficient levels of personnel and equipment required to meet the timeframes defined in the Construction Schedule.

#### D. Overtime

 The Design Build Team acknowledges that time is of the essence. The allotted time specified within the Construction Schedule represents no overtime requirement. 2. The scheduling of overtime for this project is solely the responsibility of the Design Build Team. The City is not responsible for any costs related to overtime work performed.

## PART FOUR - PRE-CONSTRUCTION ISSUES

#### 4.1 PRE-CONSTRUCTION MEETING

#### A. General

1. Prior to any work, all parties shall meet at the project site, to discuss the Contract Documents, possible discrepancies, site conditions, personnel, scheduling and requirements for starting work.

## B. Attendees

- Shall include, but not be limited to, Resdient Engineer, all project consultants, Design Build Team and its Superintendent, major subcontractors and other concerned parties.
- 2. All attendees shall be familiar with the Project and authorized to conclude matters relating to the Work.

## C. Agenda

- 1. Discuss items of significance that could affect progress, including the following:
  - a. Preliminary construction schedule, including phasing and sequencing
  - b. Confirmation of "Key" personnel
  - c. Procedures for processing field decisions and Change Orders
  - d. Procedures for processing Applications for Payment
  - e. Distribution of the Contract Documents
  - f. Submittal procedures
  - g. Preparation of Record Documents
  - h. Use of the premises
  - i. Responsibility for temporary facilities, including: office, work, staging and parking areas
  - j. Equipment deliveries and priorities
  - k. Safety & first aid
  - I. Security
  - m. Work hours

## 4.2 SITE CONDITIONS

#### A. General

1. Prior to any work, the Design Build Team shall visit the site to verify all field conditions and the accuracy of the Contract Documents, relative to the design intent, successful completion of the work and the total project cost.

2. Any and all discrepancies shall be reported to the City, prior to the start of construction.

## B. Design Build Team Responsibilities

1. The Design Build Team shall perform topographic survey required for design and provide the City with survey files (AutoCAD files).

## C. Utilities, Infrastructure, Easements, Etc.

- Before beginning work, the Design Build Team shall verify the existence and location of all mechanical and electrical systems, underground utilities and other infrastructure affecting the work.
- 2. Design Build Team shall not proceed with construction work, prior to determination of the above information. If Design Build Team proceeds without prior determination, Design Build Team shall be financially responsible for any and all damages.
- 3. Design Build Team shall furnish information to Resdient Engineer that is necessary to adjust or relocate any utility structures or infrastructure appurtenances located in, or affected by construction. Design Build Team shall coordinate all such work with jurisdictional authorities.
- 4. Design Build Team shall be responsible for any encroachment onto adjacent property, right of ways, easements, setbacks or any other legal property restrictions, whether marked or unmarked.
- 5. Design Build Team shall be liable for damage to all utilities, roadways, paths, bridges, buildings, irrigation, and other existing infrastructure, existing or new, marked or unmarked, that are damaged as a result of Design Build Team's work. All damages will be repaired or replaced in a manner acceptable to the Resdient Engineer, at no additional cost to the City.
- 6. Design Build Team shall not interrupt utilities serving the City, without obtaining written permission from Resdient Engineer. When permitted, Design Build Team shall notify Resdient Engineer at least two (2) days prior to the proposed interruption and only after arranging to provide temporary replacement services.

## 4.3 STAGING AREA

## A. Location

1. Prior to Design Build Team's mobilization, the City shall designate a suitable Staging Area(s), for Design Build Team's use throughout the duration of the project. Location to be the maintenance yard east of Noth Course #9 Tee Box.

## B. Activity

1. Design Build Team shall confine its site office, all equipment, the storage of materials, employee parking and the overall operations of its personnel to the designated Staging Area(s).

## C. Utilities

1. Design Build Team is responsible for the supply of all required utilities (power, water, telephone, facsimile, internet, etc.), including restroom facilities.

## D. Establishment and Maintenance

- 1. Staging Area(s) shall be established and maintained in accordance with all required environmental and storm water management criteria.
- 2. Design Build Team is responsible for the proper storage of all materials and fuel, as well as daily trash removal.

## E. Security

1. Design Build Team is responsible for the security and maintenance of the Staging Area(s) and its contents, including all fencing, barricades, warning signs, security lighting and fire protection.

## F. Cost

1. Design Build Team is responsible for all costs related to the initial development and on-going operation, maintenance and security of the Staging Area(s), throughout the duration of the project.

## 4.4 TEMPORARY DEBRIS STOCKPILE AREA

## A. Location

- 1. Temporary Debris Stockpile Areas, shall be located within the footprint of the Design Build Team's designated Staging Area(s).
- 2. Throughout construction, the Design Build Team may use these areas to temporarily stockpile vegetative and non-vegetative debris, prior to final removal and proper off-site disposal.
- 3. The Design Build Team shall make every effort to keep these areas in an orderly condition and must remove all stockpiled debris from these areas on a weekly basis. Design Build Team's failure to comply with the above may result in the Resdient Engineer's decision to eliminate these areas.

## 4.5 TEMPORARY FACILITIES

#### A. General

- 1. Design Build Team is responsible for the supply, installation, testing, inspection and regulatory compliance of all required temporary utilities and facilities, including but not limited to the following:
  - a. Electric power service
  - b. Water service
  - c. Sanitary services, including portable toilets
  - d. Telephone, facsimile and internet service
  - e. Field office
  - f. Storage and fabrication sheds and trailers

### B. Offices

- 1. Field Offices shall be mobile units, on foundations adequate for required loading, featuring the following:
  - a. Lockable entrances
  - b. Operable windows
  - c. Heating and air conditioning
  - d. Toilet facilities
  - e. Required fire protection
  - f. Electrical outlets (per Code)
  - g. Adequate lighting
  - h. Furniture (desks, chairs, layout tables,)
  - i. Drinking water

### 4.6 STAKING OF TEMPORARY DRIVING RANGE TEE BOX BOUNDARY

### A. General

- 1. As necessary, the Design Build Team shall suitably stake the limits of the Temporary Driving Range Tee Box boundary.
- 2. All stakes shall be clearly flagged for easy visibility and to assure a clear sight line from one stake to the next.

## **PART FIVE - CONSTRUCTION ISSUES**

#### 5.1 EROSION & DUST CONTROL

## A. General

 Design Build Team shall become familiar with and fully adhere to all federal, state, county and city laws, rules and regulations, ordinances, or guidelines set forth by the City, regarding all erosion control issues, including dust mitigation. The Design Build Team shall conform to the project Storm Water Quality Management Plan.

#### B. Installation & Maintenance

1. Design Build Team is responsible for the installation and continuous inspection and maintenance of all required erosion and/or sediment control devices, throughout construction, including during those periods when inclement weather forces a work stoppage.

### C. Protection of Materials

1. Design Build Team shall take all precautions to prevent contamination of all golf course materials, throughout construction.

### D. Removal

 Upon project completion, or as otherwise dictated by the City the Design Build Team shall be responsible for the careful removal, disposal and clean-up of all erosion control materials. The Design Build Team shall also be responsible for the cost to repair any damage inflicted by Design Build Team's equipment and personnel, while removing said erosion control materials.

#### E. Dust Control

 Design Build Team shall provide all required dust control services, throughout construction.

### 5.2 PRESERVATION OF TEMPORARY DRIVING RANGE TEE BOX STAKING

#### A. General

1. The Design Build Team shall be responsible for the preservation of all Temporary Driving Range Tee Box staking, for his and Resdient Engineer's reference, until the Temporary Driving Range is completed.

#### 5.3 NOT USED

#### 5.4 PRESERVATION OF VEGETATION

### A. General

1. The Design Build Team shall take all necessary precautions to preserve and protect all existing vegetation designated to remain, including protection from equipment operation and falling debris.

## B. Permitted Activities

- 1. Any necessary work within protected root zone areas shall be pre-approved by the City.
- 2. All such work, including proposed procedures and equipment to be used, shall be supervised by a licensed arborist.
- 3. Upon completion, protective barrier fencing should be immediately reinstalled in its proper location.

## C. Prohibited Activities

- 1. No grading, trenching, pruning, or other disruptions or compaction of soils, including the storage of materials, shall be permitted under the drip-line of protected vegetation.
- 2. Parking or servicing of vehicles and/or equipment beneath trees is strictly prohibited.

### D. Pruning

1. The Design Build Team shall not undertake any pruning of existing vegetation, unless specifically authorized, in writing, by the City.

### 5.5 DAMAGED VEGETATION

## A. Arborist Inspection

1. Any damage to vegetation designated to remain, including root damage, will be inspected by a licensed arborist to determine the extent of damage and potential rehabilitation of the disturbed plant material.

2. The Design Build Team shall incur all costs associated with the licensed arborist.

# B. Owner's Rights

 If the Resdient Engineer, at its sole discretion, determines the Design Build Team is not diligent in the care of damaged trees and vegetation, the Resdient Engineer may assume responsibility for this work and deduct all associated costs from remaining monies owed to the Design Build Team.

## 5.6 REPLACEMENT OF DAMAGED VEGETATION

#### A. General

1. Any vegetation damaged to such an extent as to destroy its value for playability or landscape purposes, shall be removed and disposed of by the Design Build Team, without compensation, when so directed by the City.

#### B. Maintenance

1. Maintenance during plant establishment will be provided by the City upon completion of the installation by the Design Build Team and approval by the City.

# 5.7 PIPE DRAINAGE PROTECTION

#### A. General

- 1. Throughout construction, the Design Build Team is responsible for the protection of the "open ends" of all pipes to assure the drainage system remains free of all sand, silt, clay, or other undesirable debris that may later cause the system to malfunction.
- 2. Protection protocol must be approved by the City.

# B. Flushing

1. The Design Build Team is responsible for flushing all drain lines, with a high volume of water, via the irrigation system or a water truck, before setting final grate inlets and removing erosion control protection.

### 5.8 CONSTRUCTION ROADS

- A. Location & Owner Approval
  - 1. The location of all construction roads shall be pre-approved by the City.

## B. Removal & Repair

1. Upon the completion of use of said roads, the Design Build Team shall rip, loosen, re-grade and otherwise prepare all construction roads to a condition deemed acceptable by the City.

## 5.9 LABORATORY TESTING OF CONSTRUCTION MATERIALS

## A. General

1. The Design Build Team is responsible for all desired laboratory testing of specified materials, including periodic quality control testing of delivered materials.

### 5.10 MATERIAL DELIVERY & STOCKPILING

### A. General

- 1. Approved materials shall be stockpiled on-site, at a central location(s), previously approved by the City.
- 2. Materials shall be stored and protected, as necessary, to prevent contamination and to eliminate loss by wind or water erosion.

#### 5.11 MATERIALS

### A. General

- 1. Unless otherwise determined by the City, the Design Build Team shall be solely responsible for providing all required construction materials.
- 2. All materials and equipment to be installed shall be new and shall be applied, installed, connected, etc., in strict accordance with the manufacturer's written instructions.
- 3. All materials shall be installed at the time and under the conditions that will ensure the best possible results.

# B. Suppliers

- 1. The Design Build Team shall verify that all material suppliers are insured and bonded to maintain that all material delivered to the site conforms to specifications and/or the testing lab's recommendations.
- 2. All suppliers must be reliable dealers/manufacturers of such material, so as to assure future availability of quality and consistent materials.
- C. Fresh-Water Washed Gravel (if required for golf course restoration work, per Section Seven)
  - 1. All gravel used for backfilling of perforated drain pipe trenches, shall be a laboratory approved, three-eighths inch (3/8") diameter, fresh-water washed gravel.

## D. Root Zone Material for All Tee Construction

1. The topmix material used in the construction of all new tees, as well as the restoration of designated existing tees, shall be native topsoil.

## E. Imported Soil

1. All imported soil shall be Class A topsoil per Greenbook and Whitebook specifications.

## 5.12 SITE CLEAN-UP

#### A. General

1. See Section 3-12 Work Site Maintenance of the Greenbook and Whitebook for further requirements.

- 2. The Design Build Team shall clean all work and Staging Areas each day.
- 3. The Design Build Team shall coordinate required site cleaning for joint-use areas, where multiple contractors are working.

# B. Proper Disposal

- 1. All waste shall be disposed of off-site, in a lawful manner.
- 2. All temporary, On-Site Disposal Areas shall be cleaned-up, properly re-graded and grassed.
- 3. Burying or burning of waste materials is not permitted.
- 4. Pouring waste materials into storm drains, sanitary sewers, or into waterways is not permitted.

## **END OF SECTION ZERO - GENERAL CONDITIONS**

#### **SECTION ONE: SITE PREPARATION**

### **PART 1 - GENERAL**

#### 1.1 SCOPE

- A. As referenced herein, the term "Temporary Tee Box" shall be defined to include the temporary tee boxes and surrounding areas within the overall Project footprint.
- B. The Design Build Team shall adhere to the "General Conditions" included in the Bid Package.
- C. Under this Section, the Design Build Team shall perform all of the following work:
  - The Design Build Team shall locate all existing irrigation equipment prior to site preparation GPS surveying the exact location of all irrigation equipment. GPS data to be used in Golf Course Restoration, Section Seven.
  - 2. Mechanical removal and off-site disposal of all designated, existing turf that the City does not wish to reuse in other areas of the course.
  - 3. Removal and off-site disposal of any designated trees, stumps, brush or other vegetative debris.
  - 4. All removal, disposal and clean-up operations required to complete the designated work for the Temporary Tee Box.

# D. Debris Disposal:

- 1. No debris will be disposed of on-site.
- 2. Immediately as debris is generated, the Design Build Team shall transport all debris, both vegetative and non-vegetative, to its designated Staging Area(s), for subsequent off-site disposal.
- 3. All non-vegetative debris must be hauled to a dumpster(s) supplied by the Design Build Team and located within the Design Build Team's designated Staging Area(s).
- 4. The Design Build Team must maintain all Staging Areas in an orderly condition that minimizes any negative impact on the golfer's experience and that is suitable to the City.

## 1.2 INTENT

A. Work includes all operations necessary to prepare all areas of the Temporary Tee Box for subsequent construction work and for ease of proper turf development.

## 1.3 WORK AREA

A. The work area shall include all areas of the Golf Course Identified in the plans and areas impacted by construction operations.

## 1.4 PRIOR WORK

- A. Property Boundary & Temporary Tee Box Staking
  - 1. As per the General Conditions, Part Five, 5.3.

- B. Erosion Control
  - 1. As per the General Conditions, Part Five, 5.2.
- C. Preservation of Environmentally Sensitive Areas
  - 1. As per the General Conditions, Part Five, 5.5

#### **PART 2 - EXISTING VEGETATION**

#### 2.1 PRESERVATION AND PROTECTION

A. As per the General Conditions, Part Five, 5.5, A-C.

#### 2.2 PRUNING

A. As per the General Conditions, Part Five, 5.5, D.

#### 2.3 DAMAGE TO EXISTING VEGETATION

A. As per the General Conditions, Part Five, 5.6.

### 2.4 REMOVAL OF EXISTING VEGETATION

- A. Where designated, the Design Build Team shall remove existing vegetation, including all stumps.
- B. All vegetative debris shall be disposed of legally off-site.

## **PART 3 - PREPARATION OF EXISTING TURF AREAS**

## 3.1 REMOVAL AND DISPOSAL OF DESIGNATED TURF NOT TO BE REUSED

#### A. General

- 1. In some areas to be disturbed, primarily designated, existing tee surfaces, the Resdient Engineer may elect to forgo saving and reusing the existing turf. These areas will be determined in the field.
- 2. In these areas, depending on slopes and other existing conditions, the Design Build Team, using a sod cutter, or other equipment and methodology approved by the City, shall mechanically remove the existing turf.
- 3. All removed turf that is not to be reused, shall be disposed of off-site.

## 3.2 REMOVAL & MAINTENANCE OF DESIGNATED TURF TO BE REUSED

### A. General

- 1. In some areas to be disturbed, primarily designated fairway areas, the Design Build Team shall strip, save, transport and reinstall the existing turf.
- 2. In these areas, the Design Build Team, using a sod cutter, or other equipment and methodology approved by the City, shall mechanically remove the existing turf.
- 3. The Design Build Team shall take extreme care when removing, transporting and storing the existing turf to prevent any damage.

- 4. It is intended the Design Build Team will manage, as best as possible, the timing of sod removal from a given area and the reinstallation of that same sod in another area, in order to minimize the amount of time harvested sod lays uninstalled. In no instance shall stripped sod lay uninstalled for more than twenty-four (24) hours.
- 5. Between removal and reinstallation, the Design Build Team is responsible for all watering, shade protection and any other operations necessary to assure the turf remains healthy and viable for reinstallation.

#### **PART 4 - CLEAN-UP**

## 4.1 INTENT

A. All disturbed areas under this Section of Work shall be cleaned up and left in such a condition as will permit the ease of subsequent construction operations and turf establishment.

### 4.2 DEBRIS DISPOSAL

- A. No debris will be disposed of on-site.
- B. The Design Build Team shall legally dispose of all vegetative and any non-vegetative debris off site.

**END OF SECTION ONE - SITE PREPARATION** 

### SECTION TWO: TEMPORARY TEE BOX SHAPING

### **PART ONE - GENERAL**

#### 1.1 SCOPE

- A. As referenced herein, the term "Temporary Tee Box" shall be defined to include the temporary tee boxes and surrounding areas within the overall Project footprint.
- B. The Design Build Team shall adhere to the "General Conditions" included in the Bid Package.
- C. Where referenced herein, the terms "shape", "shaped" and "shaping", shall be defined to include all aspects included throughout the entire shaping process.
- D. The Design Build Team shall shape all designated areas of the Temporary Tee Box.
- E. The City may direct the Design Build Team to provide "Architectural Grading & Shaping Refinements", at no additional cost to the City.
- F. Design Build Team's "shaping" pricing shall include all costs related to the generation, transportation, placement, grading and shaping of required fill material.

### 1.2 INTENT

A. The intent is for the Design Build Team to shape all areas of the Temporary Tee Box identified in the Bridging Documents.

#### 1.3 WORK AREA

A. The work area includes the temporary tee boxes and areas of the golf course impacted by construction operations.

# 1.4 PRIOR WORK

- A. Prior Reference
  - 1. Includes all items in the General Conditions and Section One of these specifications.
- B. Earthwork, Placement of Fill & Rough Grading
  - 1. All earthwork, placement of fill and rough grading shall be completed in a given area, prior to work under this Section in the same area.

## **PART TWO - EROSION CONTROL**

#### 2.1 GENERAL

A. As per the General Conditions, Part Five and SWPPP prepared by the Design Build Team.

#### **PART THREE - SHAPING**

#### 3.1 GENERAL

A. All Golf Course areas shall be shaped from existing or imported fill material, into smooth lines and contours that blend harmoniously with surrounding natural contours.

- B. The Resident Engineer reserves the right to direct the Design Build Team to alter the shaping of any Golf Course or other designated area, at no additional Design Build Team cost to the City.
- C. The Design Build Team is responsible for any required field-staking.
- D. Shaping shall include:
  - 1. All cuts, fills and grading required to develop the desired landforms and establish smooth slopes and tie-ins that blend with adjacent existing grades.
  - 2. Development of contours that are suitable for playing golf and performing proper course maintenance.
  - 3. Development of swales, hollows and overall contours that provide complete surface drainage.
  - 4. Fairways and roughs contoured to provide minimum 2% 3% slopes, or as otherwise shown on plans.
  - 5. Development of contours that divert surface runoff around all tees, greens and sand bunkers.

## 3.2 ROUGH SHAPING

- A. Rough shaping shall establish the landforms shown on plans.
- B. Rough shaping shall also include:
  - 1. All localized cuts and fills
  - 2. All required "ripping" or loosening of compacted or rocky soils.
  - 3. Disposal of unsatisfactory soils and replacement with acceptable materials.

### 3.3 FINE SHAPING

- A. Fine shaping shall be conducted within a given area, immediately after all irrigation system adjustments and feature construction.
- B. Fine shaping shall be accomplished using a variety of smaller shaping equipment, including bulldozers equipped with a six-way blade, skid steers and tractors with box blades.
- C. Fine shaping shall generally clean-up and re-establish the previously approved landforms and contours shown on the plans.

- D. Fine shaping shall include:
  - 1. Any remaining localized cuts and fills.
  - 2. Re-establishment of all grades, slopes and tie-ins to assure complete surface drainage and proper course maintenance operations.
  - 3. Disposal of unsatisfactory soils and replacement with acceptable materials.

### 3.4 TEMPORARY TEE BOXES

## A. General

- 1. The Work includes the addition of several "new" tees.
- 2. New tees shall be shaped as shown on the plans or sketches, as described herein.
- 3. Unless otherwise directed by the Resident Engineer, all new tees shall be square or rectangular in shape.
- 4. All New tees shall be aligned per the plans.
- B. Subgrade Surface Shaping
  - 1. In general, subgrade tee surfaces shall slope uniformly from the front to the rear, at half percent (.5%); however, slope direction for each individual new tee will be confirmed in the field, by the Resident Engineer.
  - 2. Subgrade surfaces shall be properly compacted, including, as necessary the repeated use of heavy water soakings and mechanical, vibratory plate tampers.

## C. New Tee Construction

1. As described in Section Three, Part Eight, 8.1 & 8.2

## **END OF SECTION TWO - TEMPORARY TEE BOX SHAPING**

#### SECTION THREE: TEMPORARY TEE BOX CONSTRUCTION

### **PART ONE - GENERAL**

#### 1.1 SCOPE

- A. As referenced herein, the term "Temporary Tee Box" shall be defined to include the temporary tee boxes and any other areas within the overall Project footprint.
- B. The Design Build Team shall adhere to the "General Conditions" included in the Bid Package.
- C. Temporary Tee Box construction shall be limited to designated portions of the fairways and green approaches on Holes One, Nine and Eighteen.
- D. All greenside chipping areas within the limits of work shall be protected in place and subsequently repaired and restored to original conditions, included existing under drains, sand cap, plant materials, irrigation and utilities as required by the contract documents.
- E. General modifications and repair of existing drainage, utilities, irrigation and plant materials where disturbed by new construction and use of the temporary driving range complex.
- F. Removal and reinstallation of concrete cart path paving where disturbed by new construction.
- G. Event coordination for planning the construction and removal of temporary pedestrian barriers, fencing, stations, etc. as required to support the Sporting Event and as required by the Resident Engineer.
- H. The Design Build Team is not responsible for Mobilization, Construction and Removal of the Grandstand Structure and Accessories; however, the Design Build Team must meet and coordinate with the Resident Engineer to be aware of the Grandstand construction schedule and assist in facilitating access to the designated use areas as necessary.

### 1.2 INTENT

A. The Work is intended to provide for construction of a designated "new" temporary multitier tee box complex with area for players & officials staging, a circulation isle and a location for a grandstand structure with stairs. The temporary improvements shall be located adjacent to and between existing Holes 1, 9 & 18 tees, fairways and greens. The project shall include demolition of existing conditions, grading operations, the construction of new temporary tee box complex with temporary modifications to drainage, irrigation & utilities as necessary and as required by the specifications & drawings, and final repair & restoration of the original golf course conditions where disturbed and upon completion of the temporary driving range facility lifecyle as defined by the contract documents.

### 1.3 WORK AREA

A. The area of work under this Section includes portions of Holes One, Nine & Eighteen putting designated new temporary tees and existing tees, designated fairway and approach areas as defined by the project specifications and drawings.

#### 1.4 PRIOR WORK

- A. Prior Reference:
  - 1. Includes all items in the General Conditions and Sections One and Two of these specifications.

## **PART TWO - CONSTRUCTION MATERIALS**

### 2.1 GENERAL:

A. As per the General Conditions, Part Five, 5.11, 5.12 & 5.13.

## 2.2 TOPMIX MATERIAL FOR TEE CONSTRUCTION

A. As per the General Conditions, Part Five, 5.12, D.

### PART THREE - LABORATORY TESTING OF CONSTRUCTION MATERIALS

# 3.1 GENERAL

- A. The City has conducted all initial testing required to confirm the specified materials.
- B. The Design Build Team will be responsible for undertaking any additional laboratory testing during material delivery and construction.
- C. If, at any point during the project, testing confirms the materials supplied by the Design Build Team fail to meet the original material quality standards, the Design Build Team shall be required to remove the inferior materials and replace them with the proper materials, all at no additional cost to the City.

#### PART FOUR - MATERIAL DELIVERY AND STOCKPILING

## 4.1 GENERAL

A. As per the General Conditions, Part Five.

#### **PART FIVE - EROSION CONTROL**

## 5.1 GENERAL

- A. As described in the General Conditions, Part Five.
- B. Prior to tee construction or fairway construction work, the Design Build Team shall install

- and maintain silt fence and all other required erosion control devices necessary to prevent contamination of all construction materials.
- C. If necessary, the Design Build Team may be required to cover the Work areas, both during and after material installation, to prevent any erosion or contamination, including that caused by wind.
- D. If any contamination occurs, the Design Build Team shall remove all contaminated materials and re-install new materials, at no additional cost to the City.

#### PART SIX - GREENS AND GREEN COLLARS

### 6.1 GENERAL

A. The Design Build Team shall protect all green and green collar surfaces throughout the duration of construction. Any damage resulting for the Design Build Team's actions shall be immediately repaired to the Resident Engineer's satisfaction and at no expense to the City.

### **PART SEVEN - NOT USED**

### **PART EIGHT - TEE CONSTRUCTION**

#### 8.1 GENERAL

A. The Work includes the construction of new Temporary Tees.

## 8.2 NEW TEMPORARY TEE CONSTRUCTION

### A. General

- 1. Includes all Work described in Section Two of these specifications.
- 2. The Design Build Team shall construct all designated new tees.
- 3. New tee construction does not include any internal pipe drainage or a subgrade gravel layer.
- 4. New tees will be capped with a six-inch (6") compacted layer native topsoil.
- 5. New tee surfaces shall be laser-leveled to the specified requirements.

## B. Approval

- 1. The Resident Engineer must approve the subgrade shaping of each new tee, prior to the installation of the native topmix layer.
- C. Supply, Installation and Compaction of Topmix Layer
  - 1. General
    - a. The specified topmix shall be native topsoil.

b. The Design Build Team shall transport and install a six-inch (6") compacted layer of the native topmix material, across the entire surface of each new tee.

### 2. Placement

## a. Owner's Rights

1. If, at any time during the machine placement of the root zone material, the Resident Engineer determine proper quality control is not being achieved, the Resident Engineer will require the immediate remediation of all improperly installed materials and the hand installation of all remaining materials.

# b. Equipment

- 1. A small bulldozer, or other approved equipment, shall be used to push the root zone mixture onto each tee surface.
- 2. Prior to accessing any tee surface, equipment tracks shall be clean of any soil or other material that might contaminate the root zone mixture.
- 3. Equipment shall be operated with its weight on the root zone material already placed, in order to avoid any foreign material contaminating the root zone mixture.

## 3. Firming / Compaction

#### a. General

- 1. Firming/compaction shall be accomplished by repeated "track-walking" of each tee surface with a small bulldozer, combined with repeated, heavy water soakings.
- 2. A "Whacker-Packer®", or other vibratory plate tamping device, shall be used to firm/compact the entire perimeter of each tee.
- 3. As necessary, the Design Build Team shall repeat the above procedures to assure the elimination of all voids and depressions that might settle in the future.

## D. Laser Leveling of Final Tee Surfaces

### 1. General

 After proper compaction of the topmix layer, each new tee surface shall be smoothed and laser-leveled to the desired slope, using a mechanical sand bunker rake equipped with a scraper blade that is linked with and

- automatically manipulated by laser emitting technology.
- b. In general, final tee surfaces will be sloped at 0.5%, from the front to the rear; however, a final decision regarding the actual slope of each tee will be determined in the field, by the Resident Engineer .
- 2. Final grades shall be smooth and blend seamlessly with surrounding tee slopes and undisturbed turf areas.
- 3. Protection of Laser Leveled Tee Surfaces
  - a. The Design Build Team shall protect laser-leveled tee surfaces from traffic, erosion and all types of contamination.
  - b. Regardless of the circumstances, the Design Build Team, at no additional cost to the City, shall re-establish laser-leveled grades where completed tee surfaces become eroded, rutted, settled, or otherwise deteriorated.

**END OF SECTION THREE - TEMPORARY TEE BOX CONSTRUCTION** 

#### **SECTION FOUR: SOD BED PREPARATION**

### **PART 1 - GENERAL**

#### 1.1 SCOPE

- A. As referenced herein, the term "Temporary Tee Box" shall be defined to include the temporary tee boxes and any other areas within the overall Project footprint.
- B. The Design Build Team shall adhere to the "General Conditions" included in the Special Provisions.
- C. The Design Build Team shall prepare all soils, throughout the entire Temporary Tee Box, including any other designated areas, for subsequent grassing.
- D. Work includes the removal and disposal of any remaining vegetative and non-vegetative debris, all tillage and other sod bed preparations.
- E. The City shall be responsible for any required chemical eradication of existing turf, weeds, undesirable grasses or other vegetative debris.
- F. The City shall be responsible for the supply and application of all desired fertilizers and soil amendments.

#### 1.2 INTENT

A. The work is intended to complete all operations necessary to develop the finest possible sod bed for grassing.

### 1.3 WORK AREA

A. The area of work includes the entire Temporary Tee Box and surrounds.

### 1.4 PRIOR WORK

- A. Prior Reference
  - 1. Includes all items noted in the General Conditions and Sections One through Four of these specifications.

### **PART TWO - SOIL TESTING**

### 2.1 GENERAL

A. The Design Build Team is responsible for all required soil testing, including the collection of all soil samples.

### **PART THREE - MATERIALS**

## 3.1 GENERAL

- A. The Design Build Team shall supply the City with approved starter fertilizers to be used at all new, renovated or impacted planting areas.
- B. The City will apply all fertilizers with 48-hour advanced notification from the Design Build Team.

### **PART FOUR - SOD BED PREPARATION**

#### 4.1 GENERAL

- A. The Design Build Team is responsible for the preparation and re-preparation, as necessary, of all areas to be grassed.
- B. The Design Build Team shall complete all necessary re-preparation, regardless of reason, at no additional charge to the City.
- C. The Design Build Team shall ensure adequate areas are prepared and approved for grassing, so as not to delay the grassing operation.

#### 4.2 REMOVAL OF EXTRANEOUS MATERIAL

- A. All vegetative and non-vegetative debris greater than one-half inch in diameter, shall be removed from each area to be grassed.
- B. All such debris shall be properly disposed of off-site.

### 4.3 TILLAGE

- A. All areas shall be thoroughly scarified and loosened by disking or harrowing, to a minimum depth of six-inches.
- B. Tillage shall include the removal of equipment ruts, areas of compaction or erosion, and any other undesirable soil conditions that would prevent the development of a finely pulverized sod bed.
- C. Tillage shall only be conducted under proper conditions. The Resident Engineer may direct the cessation of tillage operations during periods of severe drought, excessive soil moisture, or other unsatisfactory soil conditions.
- D. All construction roads shall be thoroughly ripped, using a D8 bulldozer, or equivalent, with ripping attachment.

#### 4.4 FINISH GRADING

- A. All areas shall be graded to provide complete surface drainage, with the elimination of all water holding depressions.
- B. Depending on soil conditions, grading and floating may be accomplished with a Gill Pulverizer®, drag mats, a board float, or other similar equipment and procedures approved by the Resident Engineer.
- C. The Design Build Team shall eliminate all severe and abrupt grade variations that prevent the use of standard mowing equipment.
- D. Special attention shall be given to the tie-in of all tee edges anddrain basins and all other areas to be sodded, with the surrounding native soils. These edges shall be hand graded, "keyed" and lightly raked to provide a smooth and uniform surface transition with surrounding areas.

### **PART FIVE - SOD BED APPROVAL**

#### 5.1 GENERAL

A. Prior to the application of any soil amendments, all prepared areas shall be reviewed and approved by the City.

### 5.2 INADEQUATE PREPARATION

A. Inadequate preparation of the sod bed shall result in the Design Build Team's reworking of the area, at no additional cost to the City, and to the complete satisfaction of the Resident Engineer.

#### 5.3 REWORK OF DAMAGED AREAS

A. Should inclement weather, other natural causes, or damage resulting from the Design Build Team's negligence, including misuse of the irrigation system, result in the deterioration of the prepared sod bed prior to grassing, the Design Build Team shall rework the area, when practical to do so, to regain its original satisfactory condition, at no additional cost to the City.

## **PART SIX - MATERIAL APPLICATION**

## 6.1 GENERAL

- A. City is responsible for the application of all desired fertilizers and soil amendments.
- B. When Design Build Team's surface preparations are complete and weather conditions allow, the City shall complete all desired material applications in a timely manner, so as not to delay Design Build Team's progress.

### **END OF SECTION FOUR - SOD BED PREPARATION**

### SECTION FIVE: TEMPORARY TEE BOX GRASSING

## **PART 1 - GENERAL**

#### 1.1 SCOPE

- A. As referenced herein, the term "Temporary Tee Box" shall be defined to include the temporary tee boxes and any other areas within the overall Project footprint.
- B. Where referenced herein, the terms "Grass", "Grassed" or "Grassing" shall be defined to include sodding.
- C. The Design Build Team shall adhere to the "General Conditions" included in the Special Provisions.
- D. The Design Build Team shall "Grass" all disturbed areas of the Temporary Tee Box, any designated out of play areas and any other areas disturbed during construction.
- E. The Design Build Team is responsible for the initial watering of each area, immediately after "Grassing". The initial watering shall thoroughly moisten the "Grassed" area.
- F. The Design Build Team shall be responsible for harvesting, transporting and installing all sod generated on site.
- G. The Design Build Team shall be responsible for the supply and installation of all specified, on-site harvested and imported sod.

## 1.2 INTENT

- A. The work is intended to "Grass" all disturbed areas of the Golf Course.
- B. The intent is to harvest and reuse as much of the existing, quality turf as possible, from areas to be disturbed throughout the Golf Course. The Resident Engineer will designate all areas from which existing turf is to be harvested and reinstalled.
- C. City shall provide locations within the golf course to the Design Build Team for generation of kikuyu sod to be used for construction of the temporary tee box.
- D. Imported Bermuda grass sod shall be used to Grass all designated and disturbed tee surfaces, green approaches and greenside chipping areas during the restoration period.

#### 1.3 WORK AREA

A. The area of work includes all disturbed areas of the Temporary Tee Box impacted by the temporary tee box construction.

## 1.4 PRIOR WORK

### A. Prior Reference

1. Includes all items noted in the General Conditions and Sections One – Five of these specifications.

# B. Pre-Plant Preparation

- 1. Prior to "Grassing" any area, the Design Build Team shall have said area properly prepared and at finished grade with final City approval.
- 2. If necessary, to provide an optimal planting bed, the Design Build Team shall lightly irrigate each area, prior to "Grassing".

### **PART TWO - GRASSING SCHEDULE**

#### 2.1 GENERAL

A. The objective is to complete Grassing of all disturbed areas of the Golf Course as soon as possible after construction begins.

The Design Build Team is responsible for coordinating the Grassing operation, including any associated irrigation system modifications, with all other construction operations, in order to assure the Grassing is completed as quickly as possible, but without creating undo delays and complications with remaining work in adjacent areas.

- B. All "Grassing" shall be completed in accordance with the City-approved, "Construction Schedule" and all criteria described in the General Conditions.
- C. General Grassing Schedule Milestones:
  - 1. Installation of approved sod, either generated on site or imported, may begin in a given area, as soon as possible after the specified work has been completed and approved.
  - 2. Sod installation must be complete by March 18, 2021 for temporary tees and August 31, 2021 for restoration.
  - 3. Planting of sprigs may begin in a given area as soon as possible after the specified work has been completed and approved in that area.

#### **PART THREE - MATERIALS: SOD**

# 3.1 QUALITY: SOD

A. A combination of sod generated from designated on-site areas, as well as imported sod, will be used to complete the specified Grassing operation.

- B. All imported sod shall be certified as genetically pure and free of pests and disease by the State's Department of Agriculture.
- C. Prior to its purchase by the Design Build Team, all proposed imported sod shall be inspected and approved by the City.
- D. Imported sod shall be of uniform density, color and texture, well-rooted and capable of vigorous growth and development after installation.
- E. Imported sod shall be one hundred percent (100%) free of all noxious weeds. Sod shall be considered free of grassy and broadleaf weeds if, on average, less than one (1) such plant is found per one hundred square feet (100 SF) of area.

#### 3.2 HARVEST: SOD

#### A. General

- 1. Imported sod shall be harvested and prepared for delivery in accordance with industry standards.
- B. Kikuyu Grass Sod Generated On-Site
  - 1. The Design Build Team shall generate all Kikuyu grass sod required to complete the Grassing operation, by stripping existing turf from City designated areas throughout the Golf Course.
  - 2. Sod shall be cut at a uniform soil thickness, as designated and approved by the City.
  - 3. The Design Build Team shall be responsible for all operations associated with stripping, transporting and re-installing sod generated on-site.

# C. Delivery and Care

- 1. The Design Build Team is responsible for all aspects associated with off-loading all imported sod.
- 2. All imported sod shall be delivered to the site within twenty-four (24) hours of harvest.
- 3. Once delivered to the site, all imported sod shall be installed, as soon as possible.
- 4. All sod and sprigs generated on-site must be installed or planted within twenty-four (24) hours of being stripped.
- 5. Until installed, the Design Build Team shall take special care to insure all on-site and/or imported sod is kept sheltered from sun and wind and if necessary, is hand watered.

#### **PART FOUR - TURF VARIETIES**

## 4.1 GREEN APPROACHES

A. All green approaches shall be sodded with imported, one hundred percent (100%) Kikuyu grass sod.

#### 4.2 TEE SURFACES

A. All tee surfaces shall be grassed using Kikuyu grass sod harvested from onsite areas.

### 4.3 FAIRWAYS

A. Disturbed fairways shall be grassed using Kikuyu grass sod harvested from onsite areas.

### 4.4 PRIMARY ROUGHS

A. Disturbed Primary Rough areas, including tee slopes, cart path edges and disturbed areas around the perimeter of designated drain inlets, shall be grassed using Kikuyu grass sod harvested from onsite areas.

#### **PART FIVE - GRASSING**

#### 5.1 GENERAL

## A. Acceptable Conditions

- 1. The Resident Engineer may elect to cease all grassing operations, if delays carry the work beyond the optimal "Grassing" season for the designated turf variety.
- 2. "Grassing" shall only be performed under favorable weather and site conditions and only with the prior approval of the Resident Engineer.
- 3. No area shall be "Grassed" until the Resident Engineer certifies the irrigation system within said area is fully tested and operational.
- 4. "Grassing" may only proceed after surface water resulting from recent rains or irrigation has dissipated.
- 5. All areas shall be smooth and free of any debris.
- 6. The Design Build Team must hand-rake and remove all equipment ruts, footprints, eroded areas and any other surface grade imperfections created during the "Grassing" process.
- 7. The Design Build Team is responsible for the loss of any grass, in any area where erosion results from the malfunction of the irrigation system previously installed by the Design Build Team, the improper use of the irrigation system by the Design Build Team's employees, or where damage results from the Design Build Team's equipment or negligence.

## 5.2 EQUIPMENT

A. The Design Build Team shall operate only tractors and other machinery equipped with tires that minimize tracking and rutting.

## PART SIX - SOD INSTALLATION (On-Site & Imported Sod)

#### 6.1. GENERAL

- A. As described herein, Part Five.
- B. Sod shall be installed in all areas of the Golf Course, as well as any other disturbed areas, as designated by the Resident Engineer.
- C. All sod shall be installed so as not to alter the previously approved, final surface grades.
- D. Do not install sod on muddy soil.
- E. All sod shall be installed without leaving any depressions, ridges, air pockets or unevenness of any kind.

## 6.2. **NETTING** (imported sod only)

A. If present after sod harvest, all non-biodegradable netting shall be removed from the underside of the imported sod, prior to installation.

#### 6.3. PLACEMENT AND STAKING

- A. All sod shall be tightly placed, with no gaps or overlapping.
- B. Install all sod rows in an "offset" or "bricked" pattern to eliminate any continuous seams throughout adjacent, "stacked" rows.
- C. Sod installed on slopes exceeding 4:1, shall be secured in place with a minimum of two (2) steel staples per strip of sod.

## 6.4. GREEN, TEE, DRAIN INLET AND CART PATH TIE-INS

- A. The Design Build Team shall take special care when installing sod adjacent to the perimeter of each green, tee and drain inlet, as well as the edges of all cart paths, to ensure the turf portion of the sod is flush with the final surface elevation of these areas.
- B. This will require that the Design Build Team modify adjacent grades, typically by hand shoveling and removing or adding small amounts of soil, to ensure that a level and smooth surface transition is achieved.

### 6.5. ROLLING

A. Using equipment pre-approved by the Resident Engineer, the Design Build Team shall roll and re-roll, all installed sod, until approved by the Resident Engineer.

B. The Resident Engineer shall determine when site and weather conditions are appropriate for rolling.

### **PART SEVEN - POST-GRASSING CARE**

### 7.1 WATERING

- A. Within one (1) hour of "Grassing" any designated area, the Design Build Team shall undertake initial watering, sufficient in quantity to thoroughly saturate each "Grassed" area, without causing erosion.
- B. The Design Build Team remains responsible for the watering of each "Grassed" areas, until such time as "Grassing" is complete, or as directed by the Resident Engineer.

#### 7.2 PROTECTION

A. The Design Build Team shall erect barricades and otherwise protect all newly "Grassed" areas.

### 7.3 DESIGN BUILD TEAM'S RESPONSIBILITIES

- A. Upon Design Build Team's completion of the above and acceptance by the City, the maintenance of each hole, including watering and fertilizing, becomes the responsibility of the City.
- B. The Design Build Team is responsible for the loss of grass in any area where erosion results from the malfunction of the irrigation system previously installed by the Design Build Team, the improper use of the irrigation system by the Design Build Team's employees, or where damage results from the Design Build Team's equipment or negligence.

**END OF SECTION FIVE - TEMPORARY TEE BOX GRASSING** 

## **SECTION SIX: TEMPORARY TEE BOX IRRIGATION**

### **PART 1 - GENERAL**

- **1.1 WORK INCLUDED -** Work of this Section generally includes provision of an underground irrigation system including the following:
  - A. Trenching, stockpiling excavation materials, and refilling trenches.
  - B. Complete below grade temporary system including but not limited to piping, valves, fittings, heads, modifications to the existing control system, wiring and final adjustments to insure efficient and uniform coverage as determined by Resident Engineer.
  - C. Water Connections.
  - D. Replacement of unsatisfactory materials.
  - E. Clean-up, inspection, and approval.
  - F. Tests.

### 1.2 REFERENCES

- A. The Design Build Team shall adhere to the "General Conditions" included in the Bid Package as well as provisions of all applicable laws, codes, ordinances, rules, and regulations.
- B. Conform to requirements of reference information listed below except where more stringent requirements are shown or specified in the Bid Package.
  - 1. American Society for Testing and Materials (ASTM)-Specifications and Test Methods specifically referenced in this Section.
  - 2. Underwriters Laboratories (UL) UL Wires and Cables.

## 1.3 QUALITY ASSURANCE

- A. Special Requirements:
  - 1. Tolerances Specified depths of pressure supply lines and laterals and pitch of pipes are minimums. Settlement of trenches is cause for removal of finish grade treatment, refilling, recompaction, and repair of finish grade treatment to satisfaction of the Resident Engineer.

- **1.4 SUBMITTALS** Prepare and make submittals in accordance with conditions of the Contract.
  - A. Design Submittals The Design Build Team's Irrigation Designer shall prepare a detailed set of irrigation plans illustrating all modifications to the existing irrigation system including, head layout, lateral layout and sizing, mainline modifications, points of connection within thirty (30) days of award of the contract. Design shall ensure head to head coverage for new irrigation and modifications to the existing system impacted by the construction of the temporary tee boxes.
  - B. Shop Drawings Include a complete materials list indicating manufacturer, model number, and description of all materials and equipment to be used. Show appropriate dimensions and adequate detail to accurately portray intent of construction.
  - C. Manufacture Literature Submit three (3) sets of manufacturers cut sheets for all material components required for installation of irrigation system as indicated herein or on construction drawings, for approval by City prior to installation.
    - 1. Provide an index sheet for each set of material cut sheets outlining item, manufacturer, and model number in order of cut sheets.
    - 2. Highlight or circle specific model or item to be approved on cut sheets that feature more than one model or item.
    - 3. Each cut sheet submittal shall be bound in binder with cover or cover sheet indicating project name, Design Build Team name, address, phone number, and contact person.
    - 4. Material submittals to be provided:
      - a. All Heads
      - b. Remote Control Valves
      - c. Quick Coupler Valves
      - d. Pressure Regulating Valves
      - e. Gate Valves
      - f. Valve Boxes
      - g. Fittings of each kind
      - h. Air Relief Valves
      - i. All Wire and Connectors
      - j. All Pipe of each kind
      - k. Any other items to be provided in this contract
  - D. Record Drawings (As-Builts):
    - Design Build Team to maintain a record copy of as-surveyed plans, and redline changes in all piping, valves, satellite locations, splice boxes and station changes.

- 2. Prior to scheduling staking activities, the Design Build Team shall submit all asbuilt information to date.
- 3. The Design Build Team's As-Built drawings shall include redline changes in all piping, valves, satellite locations, splice boxes, station changes, communication cable, and power wire.
- **1.5 DELIVERY, STORAGE, and HANDLING** Deliver, unload, store, and handle materials, packaging, bundling, and products, in dry, weatherproof, waterproof condition in manner to prevent damage, breakage, deterioration, intrusion, ignition, and vandalism. Deliver in original unopened packaging containers prominently displaying manufacturer name, volume, quantity, contents, instructions, and conformance to local, state, and federal law. Remove and replace cracked, broken, or contaminated items or elements prematurely exposed to moisture, inclement weather, snow, ice, temperature extremes, fire, or job site damage.
  - A. Handling of PVC and HDPE Pipe Exercise care in handling, loading and storing of pipe. All pipe shall be transported in a vehicle that allows length of pipe to lie flat so as not to subject it to undue bending or concentrated external loads. No transporting of pipe will be allowed using a forklift or forks attached to a loader bucket. Pipe that is being loaded and unloaded with a forklift shall have carpet wrapped around forks. All sections of pipe that have been dented or damaged shall be discarded, and if installed, shall be removed and replaced with new piping.
- **1.6 JOBSITE CONDITIONS** Construction drawing pipe routing is schematic and does not indicate all fittings, joints, and angles necessary to properly install piping in and around trees, shrubs, structures, and golf course elements.
  - A. Protection of Property:
    - 1. Preserve and protect all trees, shrubs, all golf areas and elements, structures, and paved areas from damage due to Work of this Section. In the event damage does occur, all damage to inanimate items shall be completely repaired or replaced to satisfaction of the Resident Engineer.
    - 2. Protect buildings, walks, walls, and other property from damage. Flare and barricade open ditches. Damage caused to asphalt, concrete, or other building material surfaces shall be repaired or replaced at no cost to City. Restore disturbed areas to original condition.
  - B. Protection and Repair of Underground Lines
    - Request proper utility company to stake exact location (including depth) of all underground electric, gas, or telephone lines. Take whatever precautions are necessary to protect these underground lines from damage. In the event damage does occur, the Design Build Team shall repair all damage. The Design Build Team shall pay all costs of such repairs unless other arrangements have been made.

# C. Existing Cart Paths

1. Piping 3" and larger which crosses existing cart paths to be installed by removing complete panels. All lateral piping crossing cart paths to be bored. Dispose of demolished concrete off-site.

## D. Existing Trees:

- 1. All trenching or other Work conducted within the drip line of existing trees shall be reviewed by a certified arborist prior to improvements being made. Work under limb spread of any and all evergreens or low branching deciduous trees shall be done by hand or by other methods so as to prevent damage to limbs or branches. No excavation shall occur closer than 36" from any tree trunk. All excavation within the canopy of any tree requires trench excavation at 90-degree angle to tree trunk.
- 2. Where it is necessary to excavate adjacent to existing trees, use all possible care to avoid injury to trees and tree roots. Excavation, in areas where 2 inch and larger roots occur, shall be done by hand. Roots 2 inches or larger in diameter, except directly in the path of pipe or conduit, shall be tunneled under and shall be heavily wrapped with burlap to prevent scarring or excessive drying. Where a mechanical trencher is operated close to trees having roots smaller than 2 inches in diameter, wall of trench adjacent to tree shall be hand trimmed, making clean cuts through roots. Roots 1 inch and larger in diameter shall be painted with two coats of "Tree Seal". Trenches adjacent to trees shall be closed within 24 hours, and when this is not possible, side of trench adjacent to tree shall be kept shaded with moistened burlap or canvas.

## E. Protection and Repair of Underground Lines

 Design Build Team shall engage a private utility mark out company to stake exact location (including depth) of all underground electric, gas, telephone lines, etc. within the project limits. Take whatever precautions are necessary to protect these underground lines from damage. In the event damage does occur, the Design Build Team shall repair all damage, and the Design Build Team shall pay all costs of such repairs unless other arrangements have been made.

## F. Replacement of Paving and Curbs

1. Where trenches and lines cross existing roadways, curbing, etc., damage to these facilities shall be kept to a minimum and shall be restored to original condition by the Design Build Team.

## **PART 2 - MATERIAL**

## 2.1 MATERIALS

A. Temporary Irrigation systems shall be constructed of schedule 40 PVC pipe.

- B. HDPE Pipe and Fittings:(for impacts to existing mainline only):
  - 1. Material: HDPE Pipe shall be DR 11, IPS diameters, of a 4710 Bimodal Resin with a Cell Classification of 445574C per ASTM D3350 and a Slow Crack Growth Resistance, PENT, of >500 hours per ASTM F1473.
  - 2. Pipe diameters 3" and above
    - a. Pipe 3" and larger shall be per ASTM F714 or ASTM D3035 and pressure rated 200 psi when using a Design Factor of .63. Pipe shall be supplied in 40' to 50' straight lengths.
    - b. Utilize molded fittings for sizes up to 12". Utilize fabricated fittings for 14" through 20", DR 9 fittings machined to DR 11 diameter with reinforced wrapping.
  - 3. Pipe diameters less than 3":
    - a. Pipe less than 3" shall be per ASTM D3035 and pressure rated 200 psi when using a Design Factor of .63. Pipe shall be supplied in 40' to 50' straight lengths or may be supplied in coils which must be straightened and re-rounded by the Design Build Team prior to use.
- C. Fittings For HDPE Pipe: (for impacts to existing mainline only)
  - 1. HDPE fittings shall be manufactured or supplied by The Harrington Corporation, Lynchburg, VA or approved equal.
  - 2. Materials: HDPE Fittings shall be made from PE 4710 resin with a cell classification of 445574C per ASTM D3350.
  - 3. Only "like" DR's are permitted to be butt fused together. No "unlike" DR's are permitted to be butt fused together.
  - 4. Reductions on Tees: Reducing on Run and/or Branch Tee's shall be such that the size of the "main body" is that of the largest leg of the tee.
  - 5. Butt Fusion Fittings
    - a. Molded butt fusion fittings shall be DR 11 per ASTM D3261.
    - b. Fabricated butt fusion fittings shall be per AWWA C906
      - 1. Fabricated Tee's and Elbows shall be of DR 9 pipe with ends machined to DR 11.
      - 2. Tee's and 90 Degree Bends shall be 3 Segment.
      - 3. 45 Degree Bends and bends of lesser angle shall be 2 Segment

- 4. Reducers shall be of DR 11 pipe with ends DR 11.
- 5. Reducers shall be of the "swage reducer" style.
- 6. Branch Saddle Reducing Tees shall be of DR 11 pipe and DR 11 Branch Saddles with ends DR 11.
- 6. Socket Fusion Fittings are permitted on 2" and smaller lines and shall be DR 11 or "stronger" per ASTM D2683
- 7. Polypropylene Compression Fittings: Are permitted on 2" and smaller lines. They must be suitable for use on HDPE pipe per ASTM D3035 (IPS diameter, OD controlled). Fittings shall be long term rated for 230 psi complying with ISO 14236 and meet the dimensional and performance requirements of AWWA C800. Fitting "Bodies" shall be Polypropylene. Fitting "Compression Nuts" shall be Acetal. Joint seal activation shall be accomplished solely by the Compression Nut. Joint "Seals" shall not "interfere" with pipe insertion. No bevelling or lubrication of pipe shall be required. Fitting components shall not require dismantling prior to assembly on to pipe. Compression fittings shall be Phimac or approved equal.
- 8. Polypropylene Compression Fittings with Female Acme outlets: Philmac service tees and service elbows with 1 ½" Female Acme thread outlets shall serve compatible swing joint serving irrigation sprinkler heads.
- 9. Electrofusion Fittings including Electrofusion Couplings, Electrofusion Branch Saddles, Electrofusion x FNPT Saddles, and Electrofusion Swivel Saddles shall be DR 11 per ASTM F1055. Electrofusion Swivel Saddle shall be as manufactured by The Harrington Corporation or approved equal.
- 10. Flange Adapter Systems
  - a. Flange adapters shall be molded or machined from stock and be SDR11 complying with ASTM F2880.
- 11. Back Up Rings shall be Ductile Iron per ASTM A536 and DR 11.
- 12. Accessories shall be 1/8" Neoprene Gaskets and Grade 5 or stronger, zinc plated Cap Screws or Threaded Rod and Nuts.
- 13. Threaded Transitions: HDPE x MNPT Brass or Stainless Steel transitions shall be DR 11. Brass shall be red brass. Stainless Steel shall be grade 304.
- 14. Mechanical Joint Adapters: Mechanical Joint Adapters shall be DR 11, with stiffeners and comply with AWWA C906.
- 15. Stiffeners for use with Ductile Iron Push On Fittings: When DI fittings with or without mechanical joint restraint are used on HDPE pipe, a stainless steel

- stiffener of compatible configuration will be inserted in the end of the HDPE pipe to provide the necessary support to prevent "cold flow" of the HDPE pipe when used with these types of fittings and restraints.
- 16. Ductile Iron Fittings: Ductile Iron Fittings shall be Gasketed Push Joint with deep bells for IPS pipe by The Harrington Corporation or approved equal. Transition gaskets are not permitted. Ductile Iron shall be per ASTM A536. Restraints, reducers, plugs and adapters shall be restrained to fitting bells equipped with only two lugs by means of restraining links. The use of screws to retain connections is not permitted.
- 17. Joint Restraint for Ductile Iron Fittings: Shall be manufactured of ductile iron per ASTM A536. Gripping surfaces shall be machined serrations. As cast gripping surfaces are not permitted.
  - a. Sizes 1 ½" to 4": Joint Restraint shall be Knuckle Restraint by the Harrington Corporation or approved equal. Grip Ring shall be one piece residing within a housing that engages the fitting lugs. Grip Ring shall be activated by one bolt.
  - b. Sizes 4" to 12": Joint Restraint shall be Clam Shell Restraint by The Harrington Corporation or approved equal. Restraint shall not require separate restraining rods. The pipe gripping structure and fitting connection structure shall be integral and one piece.

## D. Brass Pipe and Fittings:

- 1. Brass Pipe 85% red brass, AMSI Schedule 40 screwed pipe.
- 2. Fittings Medium brass, screwed 125-pound class.

## E. Gate Valves:

- 1. 2" Lateral Isolation Gate Valve Ductile iron construction; gate valve type, HARCO #841106L.
- 2. Gate Valves for 4 inch and Larger Pipe Iron body, brass or bronze mounted AWWA gate valves with a clear waterway equal to full nominal diameter of valve; rubber gasket or mechanical joint-type only no flanged valves allowed. Valves shall be able to withstand a continuous working pressure of 150 PSI and be equipped with a square operating nut.
- F. Quick Coupling Valves Brass two-piece body designed for working pressure of 150 PSI; operable with quick coupler.

### G. Valve Boxes:

1. Ground Rods-Carson #708 T-Cover, (#708-9 body with #708-4 cover), green.

- 2. Lateral Isolation and Gate Valves-Carson #910 T-Cover, (#910-10 body with #910-4 Non Bolt cover), green.
- 3. Control Wiring Splices- Carson #910 T-Cover, (#910-10 body with #910-4B Bolt Down cover), black.
- 4. Remote Control Valves- Carson #1220 T-Cover, (#1220-12 body with #1220-4 Non Bolt cover), green.
- 5. 120/220 Volt Wiring Splices- Carson #1419 T-Cover, (#1419-12 body with #1419-4B Bolt Down cover), black.
- 6. Air Relief Valve and Blow-off Valve Assemblies-Carson #1324 T-Cover, (#1324-12 body with #1324-4L cover and extensions as required), green.
- 7. Quick Coupling Valve Carson #809 (7-inch round), green.

# H. Electrical Control Wiring:

- 1. Low Voltage:
  - a. Electrical Control Wire Paige # P7079D Polyethylene with soft drawn bare copper conductor meeting the requirements of ASTM specifications B-3 or B-8, and insulation thickness of 0.045". All cables shall be tested physically and electrically in accordance with UL Standard 493, and 83 (paragraphs 28.1,29.1 and 29.2). All reels and cartons bear UI labels.
  - b. Wire Colors (final colors for each controller to be approved by the City):
    - 1. Control Wires Blue.
    - 2. Common Wires White.
    - 3. Spare Wires Yellow.
  - c. Where wire paths of different field satellite units cross each other, both common and control wires from each satellite units shall be different colors approved by the City (color must be different from power wire).
  - d. Connections and Splices 3M or equivalent epoxy type compounds, Paige Electric DBM, or 3M DBY/DBR/DBY-6/DBR-6 connectors. PVC adhesives or sealing compounds are not allowed.
- 2. Locating Tape Magnetic backed, 6" wide, manufactured by Markline or accepted equivalent.
- I. Sprinkler Heads Toro Infinity Series Fabricate riser units per the manufacturer specifications.

- J. Pipe bedding material Screened excavated material or SE 30 sand.
- K. Air release valves Crispin PL10A 2"

#### **PART 3 - EXECUTION**

#### 3.1 PREPARATION

- A. Staking shall occur as follows:
  - 1. Mark with powdered lime or marking paint, routing of distribution piping including cart path and roadway crossings, and flag locations of air relief and blow-off valves anticipated for installation for the next two (2) weeks. Contact the City 24 hours in advance and request review of staking. The City will review marking and direct changes if required.
  - 2. The Design Build Team shall locate all irrigation equipment prior to installation by setting survey stakes and surveying by GPS the exact location of all irrigation equipment.
- B. Coordinate with the City to locate existing distribution and lateral piping that may conflict with installation of irrigation improvements. Expose existing piping/wiring by hand digging prior to trenching or vibratory plow installation of new piping/wiring to avoid damage. If any existing piping/wiring is damaged, repair immediately to the satisfaction of City.
- C. Trenching Dig trenches straight and support pipe continuously on bottom of trench. Trench bottom shall be clean and smooth with all rock and organic debris removed. Distribution piping trenches shall be over-excavated as required to allow for bedding material. Trench depth shall be uniform as required to meet minimum depth requirements for type of piping.

## 1. Clearances:

- a. Piping 3 Inches and Larger Make trenches of sufficient width (14 inches minimum) to properly assemble and position pipe in trench. Minimum clearance of piping 3 inches and larger shall be 5 inches horizontally on both sides of the trench.
- b. Piping smaller than 3" If installed through use of mechanical trencher, trenches shall have a minimum width of 7 inches.
- c. Line Clearance Provide not less than 6 inches of clearance between each line, and not less than 12 "of clearance between lines of other trades.
- d. Distribution Piping Clearance Provide not less than 10' of clearance between distribution piping and dedicated greens distribution piping.

- 2. Pipe and Wire Depth:
  - a. Lateral Piping 18" from top of pipe.
  - b. Mainline Piping 36" from top of pipe.
  - c. Piping Bedding 4" above and 4" below piping and to width of trench.
  - d. Control Wiring Side and 2" below top of distribution piping.

# 3. Boring:

- a. Boring will be permitted only where pipe must pass under obstruction(s), which cannot be removed, and must be approved by the City if not specifically indicated on construction drawings. Final density of backfill shall match that of surrounding soil. Use of sleeves of suitable diameter is acceptable if installed first by jacking or boring, and pipe laid through sleeves. Observe same precautions as though pipe were installed in open trench.
- b. Piping 2 ½" and smaller that crosses cart paths shall be installed by boring or jacking.
- D. Vibratory Plow All piping 2 1/2" and smaller may be installed through use of vibratory plow method.
  - 1. Bullet size no smaller than one (1) nominal size larger than pipe.
  - 2. All wiring to be laid through plow cut with adequately sized wire chute.
  - 3. All fitting and head excavations shall conform to trenching method of turfgrass removal, excavation, backfill, compaction, and relaying of sod.
  - 4. Equipment must be adequately weighted to prevent damage to existing turfgrass.
  - 5. Plowing may be discontinued by the City after inclement weather, or if course conditions are damaged unacceptably by plowing operation.

## 3.2 INSTALLATION

### A. Piping

- 1. Snake lateral pipe in trench as much as possible to allow for expansion and contraction.
- 2. When pipe laying is not in progress, or at end of each day, close pipe ends with tight plug or cap. Perform work in accordance with good practices prevailing in piping trades.

- 3. Coordinate distribution piping installation with required bedding operations.
- 4. Lay pipe and make all plastic-to-plastic joints in accordance with manufacturer's recommendations.

## B. Control Wiring

- 1. Low Voltage Wiring:
  - a. Bury control wiring between field satellite unit and valve-in-head distribution piping trenches, with wires consistently located 2" below top and to one side of pipe.
  - b. Install control wiring with lateral piping to service each head valve.
  - c. Install control wiring not with distribution piping or lateral piping in 24" trench with magnetic backed locating (warning) tape at 6" depth.
  - d. Bundle all 24-volt wires at 10-foot intervals with electrical tape.
  - e. Provide an expansion loop at distribution piping angle fittings, and at minimum 500 feet intervals. Form expansion loop by wrapping wire at least 8 times around a 3/4-inch pipe and withdrawing pipe.
  - f. Make splices and electric control valve connections using 3M-DBY connectors or similar dry splice method.
  - g. Install control wire splices in a separate splice valve box.
  - h. Install one control wire for each Valve-In-Head and Remote Control Valve.
  - Run all future control wires from field satellite unit pedestal to point indicated on drawings. Coil a minimum of ten (10) feet at termination and install in 10" round valve box (separate from isolation valve box). Label all wires at termination.
- C. Quick Coupling Valves Install quick couplers on double swing-joint assemblies. Angled nipple relative to pressure supply line shall be no more than 45 degrees and no less than 10 degrees. Install quick coupling valves as detailed.
- D. Blow-Off Valves Install per manufacturers specifications.
- E. Valve Boxes:
  - 1. Install one valve box for each type of valve installed as detailed flush with grade.

2. Valve box to rest on gravel sump. Place final portion of gravel inside valve box after valve box is backfilled and compacted.

# F. Sprinkler Heads

- 1. Set plumb to finish grade. Install heads on double swing-joint risers as detailed.
- 2. Adjust part circle heads for proper coverage. The City may request nozzle changes or adjustments without additional cost to the City.
- 3. Part circle sprinklers along cart paths, streets, greens, tees or other edge lines are to be no further than twelve inches away from the surface edge (greens edge are defined by the outside edge of green collar If the sprinklers are installed farther that 12" from this edge, the Design Build Team shall be responsible for the relocation of the sprinkler head at no additional cost to the City.
- G. Backfilling All excavations are to be backfilled and compacted on same day. In areas of fitting installation on distribution piping, excavation may be left open for maximum seven (7) calendar days provided it is properly barricaded and marked in accordance with OSHA standards. Under no circumstances can excavations inside fairway limit or around greens, tees, or bunkers be left open at end of day. Open trenches shall be properly marked and barricaded.
  - 1. All distribution piping lines shall be bedded with ½" minus material screened by the Design Build Team from trench excavation or construction grade sand (SE 30 minimum). Bedding to be 4" below invert of pipe, to 4" above top of pipe and width of trench.
  - 2. Materials Excavated material is generally considered satisfactory for backfill purposes after completing bedding requirements. Backfill material below the required 9" topsoil in all turf areas, shall be free of rubbish, vegetable matter, frozen materials, and stones larger than 2 inches in maximum dimension. Do not mix subsoil with topsoil. Material not suitable for backfill shall be hauled away. The Design Build Team shall be responsible for installing suitable backfill if excavated material is unacceptable or not sufficient to meet backfill, compaction, and final grade requirements.
  - 3. Compact backfill to 90% maximum density in 6" lifts, determined in accordance with ASTM D155-7 utilizing the following methods:
    - a. Mechanical tamping.
    - b. Puddling or ponding. Puddling or ponding and/or jetting are prohibited within 10'- 0" of building or foundation walls.

# H. Piping Under Paving:

- 1. Provide for a minimum cover of 36 inches between the top of the pipe and the bottom of the aggregate base for all distribution piping installed under asphaltic concrete or concrete paving, and 18 inches for lateral piping.
- 2. Piping shall be bedded with construction grade sand (SE 30 or equivalent)
- 3. Compact backfill material in 6-inch lifts at 90% maximum density determined in accordance with ASTM D155-7 using manual or mechanical tamping devices.

# 3.3 FIELD QUALITY CONTROL

- A. Flushing After piping, risers, and lateral isolation, air relief, and blow-off valves are in place and connected, but prior to installation of sprinkler heads and quick coupling valves, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthermost valves. Close lateral isolation valves after flushing.
- B. Walk Through for Beneficial Use:
  - 1. Arrange for the Resident Engineer's presence a minimum of 48 hours in advance of walkthrough.
  - 2. Entire system shall be completely installed and operational prior to scheduling of walk-through.
  - 3. Operate each station automatically at time of walk through and open all valve boxes.
  - 4. The Resident Engineer shall generate a list of items to be corrected prior to Final Completion.
  - 5. Furnish all materials and perform all Work required to correct all inadequacies due to deviations from the Contract Documents, and as directed by the Resident Engineer.
  - 6. Provide all required as-built redlines with field measurements as required (Section 1.4).
- C. Walk-Through for Final Completion:
  - 1. Arrange for the Resident Engineer's presence a minimum of 48 hours in advance of walk through.
  - 2. Show evidence that the Resident Engineer has received all accessories and equipment as required before Final Completion walk-through is scheduled.

- 3. Operate each station, or show equipment assembly identified as deficient at substantial completion walk through for the Resident Engineer at time of final completion walk through to insure correction of all incomplete items.
- 4. Items deemed not acceptable by the Resident Engineer shall be reworked to complete satisfaction of the Resident Engineer.
- 5. If after request to the Resident Engineer for walk-through for Final Completion of irrigation system, the Resident Engineer finds items during walk through which have not been properly adjusted, reworked, or replaced as indicated on list of incomplete items from substantial completion walk-through, the Design Build Team shall be charged for all subsequent walkthroughs. Funds will be withheld from final payment and/or retainage to the Design Build Team, in amount equal to additional time and expenses required by the Resident Engineer to conduct and document further walk-throughs as deemed necessary to ensure compliance with Contract Documents.
- D. Walk Throughs to be conducted at the completion of Temporary Tee Box Construction and the completion of Golf Course Restoration.
- **ADJUSTING** Upon substantial completion of installation, "fine-tune" entire system by setting regulating valves, adjusting patterns, changing nozzles and setting pressure reducing valves controls at proper pressure to provide optimum and efficient coverage. Flush and adjust all heads for optimum performance and to prevent over spray onto roadways, and buildings as much as possible.
  - A. If it is determined that irrigation adjustments will provide proper and more adequate coverage, make such adjustments prior to Final Acceptance, as directed, at no additional cost to City. Adjustments may also include changes in nozzle sizes, and degrees of arc.
  - B. All sprinkler heads shall be set perpendicular to finish grade unless otherwise designated.
  - C. Areas that do not conform to designated operation requirements due to unauthorized changes or poor installation practices shall be immediately corrected at no additional cost to the City.

#### **END OF SECTION SIX-TEMPORARY TEE BOX IRRIGATION**

#### SECTION SEVEN: GOLF COURSE RESTORATION

#### **PART 1 - GENERAL**

#### 1.1 WORK INCLUDED

Work of this Section includes the removal and disposal of all improvements associated with he Temporary Tee Boxes and a complete restoration of the golf course to a preconstruction condition, including the following:

- A. Restoration of golf course drainage system
- B. Grading and shaping to achieve preconstruction grades
- C. Restoration of tee boxes
- D. Restoration of fairway and approaches
- E. Restoration of cart paths
- F. Restoration of irrigation system

# 1.2 REFERENCE PROJECT DOCUMENTS

The restoration of the golf course shall conform to the following reference project documents:

- A. Torrey Pines North Golf Course RFP and Technical Specifications
- B. Torrey Pines North Golf Course Irrigation As-Built Plans

The files listed can be found at the location below:

https://filecloud.sandiego.gov/url/1967tpinesgolfcourse

# **PART 2 - STORM DRAIN REPAIR**

#### 2.1 DRAINAGE RESTORATION

All subsurface drainage impacted by the Temporary Tee Box construction shall be restored to its preconstruction state. Drainage restoration shall conform to the following:

- A. Drain Pipe & Fittings
  - 1. All solid and perforated (no cloth filter-sock) drain pipes incorporated throughout the Golf Course features shall be ADS, N-12® WT (watertight) HDPE pipe, or, an approved equal.
  - 2. The Design Build Team shall supply all manufacturer recommended and required fittings, couplers, adaptors, etc., necessary to complete the work.

# B. Drain Pipe Backfill Material

1. All solid pipe trenches, throughout the Golf Course, shall be backfilled with 12" of native soil.

# 2.2 TRENCH EXCAVATION (all solid and perforated pipes)

#### A. Trench Dimensions

- 1. All trenches shall be excavated with vertical walls, a minimum of twelve–inches (12") wide and twenty-four inches (24") deep, or as necessary, to accommodate pipe size and secure specified slopes.
- 2. Perforated pipe trenches shall be cut deep enough to secure specified slopes and to provide firm bedding beneath the pipe, for a two-inch (2"), compacted layer of the specified gravel.

# B. Trench Spoils

# 1. Perforated Pipe Trenches

- a. Spoils excavated from perforated pipe trenches shall be removed from the immediate area.
- b. Subgrade surface adjacent to perforated trenches shall be hand-raked to ensure runoff is not prevented from entering the trenches.

#### 2. Solid Pipe Trenches

- a. If deemed suitable by the City for use as backfill material, spoils excavated from solid pipe trenches, shall be stockpiled along the edge of the excavated trench, for subsequent use as backfill material.
- b. If solid pipe trench spoils do not constitute suitable backfill material, trench spoils must be legally disposed of off-site.

#### C. Trench Floor

1. The floor of each trench shall be smooth, free of any sharp rock or other debris and compacted to provide a firm and uniform, minimum slope of two percent (2.0%).

#### D. Flush-Outs

1. The "high" end of all trenches containing perforated "Main" drain pipe(s), shall be excavated a minimum three feet (3') beyond the cavity perimeter of each feature / area, to accommodate future installation of "Flush-Outs".

# 2.3 PERFORATED & SOLID PIPE INSTALLATION

#### A. General

- 1. The Design Build Team shall only use manufacturer recommended fittings and couplings.
- 2. Install piping beginning at the low point of each trench and maintain a continuous, minimum up-slope of two percent (2.0%).
- 3. Bell-ends of pipe shall be placed upstream.
- 4. The Design Build Team shall not reduce pipe size in the direction of downstream flow.
- 5. The Design Build Team shall fit the upper end of each pipe with a properly sized cap.

# B. Perforated Pipe Installation

- Washed Gravel Trench Bedding
  - a. Upon the completion of all trench excavation and smoothing, the Design Build Team shall place a two-inch (2") compacted layer of the specified gravel, across the floor of each trench, while taking care to maintain a minimum, two percent (2%) subgrade slope.

# 2. Pipe Placement

a. Upon placement of the pea gravel bedding, the Design Build Team shall place a perforated drain pipe in each excavated trench.

# 3. Trench Backfilling

a. All solid pipe trenches, throughout the Golf Course, shall be backfilled with 12" of native soil.

# C. Solid Pipe Installation (entire Golf Course)

# 1. Pipe Placement

a. Upon completion of all trench excavation and floor preparation, the Design Build Team shall place a solid drain pipe in each designated trench.

### 2. Trench Backfilling:

a. All solid pipe trenches, throughout the Golf Course, shall be backfilled with 12" of native soil.

# 2.4 BACKFILLING OF SOLID AND PERFORATED PIPE TRENCHES (Fairways & Roughs)

- A. Backfilling Solid Drain Pipe Trenches
  - Material
    - a. Unless determined to be unsuitable, all solid pipes shall be backfilled with native soil, free of any rock or other debris over one-half inch (½") in size.
  - 2. Firming & Compaction
    - b. Backfilled trenches shall be adequately compacted by using a "Whacker-Packer"®, or other vibratory plate tamping device to minimize future settlement.
    - b. As necessary, the Design Build Team shall incorporate supplemental moisture to facilitate adequate firming and compaction of the trench backfill.
- B. Backfilling Perforated Drain Pipe Trenches
  - 1. Material:
    - a. After all perforated pipes have been installed, the trenches shall be completely backfilled with the approved gravel and top 12" of topmix.

# **PART 3 - TEE BOX RESTORATION**

### 3.1 GENERAL

- A. Includes all Work described in Section Two of these specifications.
- B. The Design Build Team shall complete all specified Work associated with the restoring the existing tees.
- C. The specified Work does not include any internal drainage or a subgrade gravel layer.
- D. Designated existing tees will be capped with a six-inch (6") compacted layer of the specified, imported topmix.
- E. Designated existing tees shall be laser-leveled to the specified requirements.

#### 3.2 APPROVAL

1. The Resident Engineer must approve the subgrade shaping of each designated existing tee, prior to the installation of the imported topmix layer.

### 3.3 SUPPLY, INSTALLATION AND COMPACTION OF TOPMIX LAYER

#### A. General

- 1. All tee boxes shall conform to the sizes, shapes and depths of the existing (pretemporary tee box construction) condition.
- 2. The specified topmix shall be native topsoil.
- 3. Upon completing the removal of all designated existing turf, thatch and root zone material, the Design Build Team shall supply, transport and install a six-inch (6") compacted layer of the specified topmix material, across the entire subgrade surface of each designated tee.

#### B. Placement

## 1. Owner's Rights

a. If, at any time during the machine placement of the root zone material, the Resident Engineer determine proper quality control is not being achieved, the Resident Engineer will require the immediate remediation of all improperly installed materials and the hand installation of all remaining materials.

# C. Equipment

- 1. A small bulldozer, or other approved equipment, shall be used to push the root zone mixture onto each tee surface.
- 2. Prior to accessing any tee surface, equipment tracks shall be clean of any soil or other material that might contaminate the root zone mixture.
- 3. Equipment shall be operated with its weight on the root zone material already placed, in order to avoid contamination of the root zone mixture by any foreign material.

# D. Firming / Compaction

#### 1. General

- a. Firming/compaction shall be accomplished by repeated "track-walking" of each tee surface with a small bulldozer, combined with repeated, heavy water soakings.
- b. A "Whacker-Packer®", or other vibratory plate tamping device, shall be used to firm/compact the entire perimeter of each tee.

c. As necessary, the Design Build Team shall repeat the above procedures to assure the elimination of all voids and depressions that might settle in the future.

# E. Laser Leveling of Final Tee Surfaces

#### 1. General

- a. After proper compaction of the topmix layer, each designated existing tee surface shall be smoothed and laser-leveled to the desired slope, using a mechanical sand bunker rake equipped with a scraper blade that is linked with and automatically manipulated by laser emitting technology.
- b. In general, final tee surfaces will be sloped at 1.0%, from the front to the rear; however, a final decision regarding the actual slope of each tee will be determined in the field, by the Resident Engineer.
- c. Final grades shall be smooth and blend seamlessly with surrounding tee slopes and undisturbed turf areas.

#### F. Protection of Laser Leveled Tee Surfaces

- a. The Design Build Team shall protect laser-leveled tee surfaces from traffic, erosion and all types of contamination.
- b. Regardless of the circumstances, the Design Build Team, at no additional cost to the City, shall re-establish laser-leveled grades where completed tee surfaces become eroded, rutted, settled, or otherwise deteriorated.

#### 3.4 TEE BOX SODDING

# A. Imported Bermuda Grass Sod

- a. All restored tee surfaces shall be sodded with imported, one hundred percent (100%) Certified Tifway 419 or Latitude 36 Bermuda grass sod.
- b. Before harvesting, sod shall be mowed uniformly, at a height of 0.5 1.0 inches (12.5 25mm).
- c. Sod shall be machine cut at a uniform soil thickness of 0.60 inch (15mm), plus or minus 0.15 inch (4mm). Measurement for thickness shall exclude top growth and thatch. Thatch must be minimal.
- d. Individual pieces shall be cut to the supplier's standard width and length. Broken, torn or uneven pieces will not be accepted.

- e. Individual pieces must be strong enough to accommodate normal handling, without damage.
- f. Sod shall not be harvested or transplanted when its moisture content, excessively wet or dry, may adversely affect its survival.

#### PART 4 - FAIRWAYS & ROUGHS RESTORATION

#### 4.1 FAIRWAY AND ROGH GRADING RESTORATION

- 1. All fairway and rough areas shall conform to the sizes, shapes and depths of the existing (pre-temporary tee box construction) condition.
- 2. Subgrade surfaces shall be properly compacted, including, as necessary the repeated use of heavy water soakings and mechanical, vibratory plate tampers.
- 3. Provide complete surface drainage
  - a. Drain to the nearest swale, sump, drain inlet, pond, or other approved location
  - b. Assure surface runoff is diverted away from all tees, greens and sand bunkers.
  - c. Eliminate ruts, depressions, pockets or other sharp transitions that might result in the scalping or missing of ridges during normal mowing operations.
- 4. Sod per Section Five: Grassing with onsite harvested Kikuyu grass.

# **PART 5 - IRRIGATION RESTORATION**

#### 5.1 IRRIGATION RESTORATION

- A. Irrigation system restoration layout shall be in conformance with the provided Reference Documents.
- B. Irrigation system restoration shall conform to the requirements identified Section Six, Temporary Tee Box Irrigation

**END OF SECTION SEVEN: GOLF COURSE RESTORATION** 

3.	<b>REFERENCE DOCUMENTS:</b> The Reference Documents listed below for Torrey Pines Golf Course Driving Range can be found in provided link.
	Mitigated Negative Declaration
	Design Exhibits
	https://filecloud.sandiego.gov/url/1967tpinesgolfcourse

# **ATTACHMENT B**

# **RESERVED**

# ATTACHMENT C

# **RESERVED**

# **ATTACHMENT D**

# **PREVAILING WAGE**

# ATTACHMENT D PREVAILING WAGE

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

- **1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 1861.
- 1.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
  - **1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8. Labor Compliance Program**. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other

governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
  - **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
  - **1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors. The <u>Contractor shall provide the</u> list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this <u>Contract prior to any work being performed</u>; and the Contractor shall provide a <u>complete</u> list <u>of all subcontractors with each invoice</u>. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) <u>utilized on this contract</u> within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to <u>Construction</u>

- <u>Management Professional</u> until at least thirty (30) days after this information is provided to the City.
- **1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
  - **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1
  - **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
  - **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

# **ATTACHMENT E**

# **SUPPLEMENTARY SPECIAL PROVISIONS**

#### ATTACHMENT E

# SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.
  - b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

# PART 0 - EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

# **SECTION A - GENERAL REQUIREMENTS**

- **0-12 CONTRACT RECORDS AND REPORTS.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
  - 2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
  - 3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
    - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
  - 4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract

participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

- **1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", items 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:
  - 56. **Notice of Completion (NOC)** A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
  - 69. **Punchlist** A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
  - 102. **Walk-through** An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **7:00 AM** to **5:00 PM**.

To the "WHITEBOOK", ADD the following:

- 108. Acceptance When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **Substantial Completion** When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
- **1-7.1.3 Requests for Information (RFI).** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within 1 Working Day.

- 2. Your RFI shall meet the following requirements:
  - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
  - b) RFIs shall be numbered sequentially.
  - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
  - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
  - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
- 3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
- 4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.
- **1-7.2 Contract Bonds.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
    - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.

b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
  - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
  - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director Construction Management and Field Engineering Division 9573 Chesapeake Drive San Diego, CA 92123

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

- **SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the base Bid.
- **3-10 SURVEYING.** To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 3-10 SURVEYING (DESIGN-BUILD).
- 3-10.1 General.
  - 1. You shall provide all required site layout not specified in this section.

- 2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.
- 3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.
- 4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.
- 5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
- 6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Engineering & Capital Projects Department Engineering Deliverable specifications.
  - https://www.sandiego.gov/ecp/edocref/drawings
- 7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.
- 8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.
- 9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

# 3-10.2 Monument Perpetuation.

- Monument Perpetuation, including mark-outs, will be performed by the City Engineering & Capital Projects Engineering Support & Technical Services Division's (ES&TS), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.
- 2. If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project

Resident Engineer, if any monument will be destroyed or covered during any construction activity.

### 3-10.3 Line and Grade.

- 1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the City's PM. In the absence of such report, the Surveyor shall be responsible for any error in the grade of the Work.
- 2. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.

# 3-10.4 Topographic and Monument Survey – Preliminary Design.

- Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.
- 2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

# https://www.nsps.us.com/page/ALTANSPSStandards

- 3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
- 4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (\*) in the City Benchmark book are not to be used together for Vertical Control common adjustment sets are to be used.
- 5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
- 6. Deliverables.
  - a) Horizontal and Vertical Control.
    - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.

- b) Field Data.
  - Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
  - ii. Includes utilities collected on surface as required.
  - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
  - iv. Includes record monument points.
  - v. Data collector project files.
  - vi. Raw (unedited) data file.
  - vii. Project file.
  - viii. Point comma delimited text file formatted.
- c) Topography.
  - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
    - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% (1o) of the contours tested fall within 1/3 contour interval. Any point tested that is more than 3o out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.
- d) Records Research.
  - All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
    - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
    - After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Survey Monument Measurements.
  - i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
    - All Monuments found shall be described with details as to what was found along with identifying number.

# 3-10.5 Monument Search, Field Boundary Survey and Boundary Analysis – Right-of-Way (ROW) Mapping.

- 1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
- 2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.
- 3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

### https://www.nsps.us.com/page/ALTANSPSStandards

- 4. Field monument survey to be performed and provided in conformance with City CADD standards.
- 5. Field Measurements shall be collected in conformance the local standard of practice.
- 6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:
  - a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (\*).
  - b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).

# 7. Deliverables.

- a) Horizontal and Vertical Control.
  - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
- b) Field Data.
  - Complete, Correct CADD file in conformance with City CADD Standards and industry standards.

- Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
- Includes Monument points covering the area of work.
- ii. Data collector project files.
  - Raw (unedited) data file.
  - Project file.
  - Point comma delimited text file.
- c) Records Research.
  - If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
  - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- d) Boundary Ties
  - All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.
    - All Monuments found shall be described details as to what was found along with identifying number.

# 3-10.6 Field Monument Survey and Topographic Utility Survey.

- 1. The right-of-way monumentation survey data shall be provided to the City.
- 2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.
- 3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

https://www.nsps.us.com/page/ALTANSPSStandards

- 4. Field Measurements shall be collected in conformance with the local standard of practice.
- 5. Project Horizontal and Vertical Control.
  - a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.
  - b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.
  - c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (\*) in the City Benchmark book are not to be used together for Vertical Control common adjustment sets are to be used.
  - d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.

#### 6. Deliverables.

- a) Horizontal and Vertical Control.
  - Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.
- b) Field Data.
  - Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.
  - ii. Include utilities collected on surface as required.
  - iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
  - iv. Include Monument points covering the area of work.
  - v. Data collector project files.
    - Raw (unedited) data file.
    - Project file.

• Point data text file in "comma delimited format".

#### vi. CADD File.

- A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
- The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
- Include right-of-way monument elements.
- Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.

# c) Topography

- i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
- ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.

#### d) Records Research.

- i. If requested, all public or private records acquired to assist with right-of-way monument collection.
- ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

#### e) Right-of-Way Monument Survey Locations

- i. All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).
  - All found survey monuments shall describe the character and identifying reference marks.

- City survey notes and City drawings can be provided, as applicable.
- f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

# 3-10.7 Construction Survey/Staking.

- Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.
- 2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.
- 3. The following are minimum requirement guidelines for various types of staking:
  - a) Limits of work 50-foot maximum interval.
  - b) Limits of Demolition 50-foot maximum interval.
  - c) Rough grade stakes 50-foot maximum interval.
  - d) Finish grade stakes 50-foot maximum interval.
  - e) Slope staking at 50-foot maximum interval.
  - f) Contour staking @ 50-foot maximum interval.
  - g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.
  - h) Storm drain at 50-foot maximum interval where grade exceeds 1%.
  - i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.
  - j) Water lines at 50-foot' maximum interval offset to near curb face (no grades minimum cover).
  - k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.

- l) Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.
- m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.
- n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.
- o) Buildings offsets to outside face of wall.
- p) Bridge abutments and bents on opposing sides.
- **3-13.1 Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.
  - 2. Substantial Completion, in accordance with 3-13.1.1, "Requirements Before Requesting Substantial Completion", shall be completed in phases for this project as defined below (see Attachment A for more detail):

Phase	Work Description
Α	Temporary Driving Range Construction
В	Temporary Driving Range Restoration

**3-13.1.1 Requirements Before Requesting a Walk-through.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### 3-13.1.1 Requirements Before Requesting Substantial Completion.

- 1. The following items are required prior to requesting a Substantial Completion:
  - a) Remove temporary facilities from the Site.
  - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
  - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
  - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
  - e) Provide all tools which are permanent parts of the equipment installed in the Project.

- f) Provide and properly identify all keys for construction and all keys for permanent Work.
- g) Provide all final Special Inspection reports required by the applicable building Code.
- h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
- i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
- j) If the Work includes installing an irrigation system, provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- I) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

# **3-13.1.2 Walk-through and Punchlist Procedure.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
- 2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.

- 3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
- 4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
- 5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
- 6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
- 7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
- 8. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.
- **3-13.2 Acceptance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
  - 2. You shall deliver the final As-builts and final billing prior to Acceptance.
  - 3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
  - 4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
  - 5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

- **3-13.3 Warranty.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
  - 2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
  - 3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
  - 4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
  - 5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost
  - 6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period	
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty	
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years	
Fiber Optic Interconnect Cables	2 Years	
Luminaires*	10 Years of Manufacturer's Warranty	
LED Signal Modules	3 Years of Manufacturer's Warranty	
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"	

<sup>\*</sup> Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. If installed, you shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.

- a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with **3-13.3**.2, "Warranty Format Requirements".
- 8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.
- **3-13.3.1 Defective Work.** To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:
  - 6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if you fail to correct the defective Work listed on the City's Punchlist within 10 Working Days after the Contract Time, you shall reimburse the City for all costs to provide inspection services required to monitor Work beyond the 10 Working Days. The City shall bill you for the additional inspection at the City's established rates.

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

- **4-3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:
  - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:
  - You shall submit your list of proposed substitutions for an "equal" item no later than 5 Working Days after the determination of the Apparent Low Bidder and on the City's Product Submittal Form available at:

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

#### SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

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

#### 5-4 INSURANCE.

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

#### 5-4.1 Policies and Procedures.

 You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the

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

### 5-4.2 Types of Insurance.

### 5-4.2.1 Commercial General Liability Insurance.

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

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

# 5-4.2.2 Commercial Automobile Liability Insurance.

- 1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2. All costs of defense shall be outside the limits of the policy.
- **S-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **5-4.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

**5-4.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

# 5-4.5 Policy Endorsements.

# 5-4.5.1 Commercial General Liability Insurance.

#### 5-4.5.1.1 Additional Insured.

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

- d) premises owned, leased, controlled, or used by you.
- 4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.
- 5-4.5.1.2 **Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Commercial Automobile Liability Insurance.
- **Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- **5-4.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **S-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- **Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

# 5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

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

### 5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.

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

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-

insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

- **5-4.11.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- **5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Virtual Project Manager shall be used on this Contract.
  - 2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
  - 3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
  - 4. Review and act on all communications addressed to you in the VPM project website.
  - 5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:
    - https://www.sandiego.gov/ecp/edocref
  - 6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

#### SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", item 1, subsection "s", ADD the following:
  - iii. Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
  - iv. Refer to the Sample City Invoice materials in **Appendix D Sample City Invoice with Cash Flow Forecast** and use the format shown.

**6-1.5.2 Excusable Non-Compensable Delays.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

## 6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

- 1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
  - a) Delays resulting from Force Majeure.
  - b) Delays caused by weather.
  - c) Delays caused by changes to County, State, or Federal law.
- 2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
- 3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

### **6-2.1 Moratoriums.** To the "WHITEBOOK", ADD the following:

- 3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
  - a) Construction Moratorium from October to February yearly for Torrey Pines Farmers Insurance Tournament. Coordination with Golf Course Management is required.
- **6-4.2 Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. The Contract Time shall not be modified except by Change Order.
  - 2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
    - a) If you believe this event requires a Change Order, you shall submit a written Change Order request with a report to the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.

- 3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
  - a) The event causing the delay impacted the activities along the Project's critical path.
  - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
- 4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within 30 Calendar Days after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
  - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".
- **6-4.4 Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

#### ADD:

#### 6-6.1.1 Environmental Document.

- The City of San Diego has prepared a Mitigated Negative Declaration for Torrey Pines Golf Course Temporary Driving Range, Project No. 641683, as referenced in the Contract Appendix. You shall comply with all requirements of the Mitigated Negative Declaration as set forth in Appendix A.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.
- **6-9 LIQUIDATED DAMAGES.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. The Temporary Driving Range Project shall be substantially complete by the following schedule:

- a) PHASE A: Your failure to complete the Temporary Driving Range Construction by March 18, 2021 will cause the City to sustain damages. The City has estimated that it will incur damages in the amount of \$15,000 per day for your failure to deliver the project by MARCH 18, 2021. As such, you shall pay the City \$15,000 for each consecutive Calendar Day after MARCH 18, 2021 until you substantially complete Phase A.
- b) PHASE B: Your failure to complete the Temporary Driving Range Restoration by August 31, 2021 will cause the City to sustain damages. The City has estimated that it will incur damages in the amount of \$15,000 per day for your failure to deliver the project by AUGUST 31, 2021. As such, you shall pay the City \$15,000 for each consecutive Calendar Day after AUGUST 31, 2021 until you substantially complete Phase B.

#### **SECTION 7 - MEASUREMENT AND PAYMENT**

**7-3.1 General.** To the "GREENBOOK" and "WHITEBOOK", paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

- 1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
- 2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
  - a) The Project damaged was built in accordance with the Contract requirements.
  - b) There are no insurance requirements in the Contract for the damages.
- **7-3.2 Partial and Final Payment**. To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and

deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
  - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
  - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
  - c) Consent of Surety to Final Payment.
  - d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
  - e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
  - f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
  - g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

- 2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.
- **7-3.2.1 Application for Progress Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The City shall not pay progress or partial payments until you submit to the Engineer an acceptable updated Schedule. It is solely your responsibility to prepare and submit the Schedule updates
- **7-3.2.2 Amount of Progress Payments.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. The City will pay 6% annually for late progress payments.
  - 2. Progress payments will be considered "late" if the following occur:
    - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
    - b) The application for payment does not require signing of a Contract Change Order.
  - 3. The Engineer may withhold payment for any of the following reasons:
    - a) Defective or incomplete Work.
    - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
    - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
  - 4. The Engineer may back charge the contract for any of the following reasons:
    - a) Defective or incorrect Work not remedied.
    - b) Damage to City property or a third party's property that was caused by you.
    - c) Liquidated Damages.
- **7-3.2.3 Waiver of Claims at Final Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

- **7-3.2.4 Withholding of Payment and Back Charge.** To the "WHITEBOOK", DELETE in its entirety.
- **7-3.5.1 General.** To the "WHITEBOOK", ADD the following:
  - 2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.
- **7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK" ADD the following:
  - 5. This Contract is not subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

#### **SECTION 402 - UTILITIES**

- **402-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
  - g) Refer to **Appendix E Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

### SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

- **1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:
  - 7. Based on a preliminary assessment by the City, this Contract is subject to WPCP.

# SUPPLEMENTARY SPECIAL PROVISIONS

# **APPENDICES**

# **APPENDIX A**

# **MITIGATED NEGATIVE DECLARATION**

Refer to Attachment A Reference Documents.

# **APPENDIX B**

# **RESERVED**

# **APPENDIX C**

# MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

#### MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

# APPENDIX D

# SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Contractor's Address:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Phone #:

Contractor's Phone #:

Contractor's fax #:

Invoice No.

Invoice Date:

Billing Period: ( To )

Item #	Item Description		Contract	Authoriza	tion			Previou	ıs Tota	als To Date		This Es	timate	Tota	ls to I	Date
	•	Unit	Price	Qty		Extension		6/QTY			% / QTY		Amount	% / QTY		Amount
1					\$	-			\$			\$	-	0.00	\$	-
2					\$	-			\$			\$	-	0.00%	\$	-
3					\$	-			\$			\$	-	0.00%	\$	-
4					\$	-			\$			\$	-	0.00%	\$	-
5					\$	-			\$	-		\$	-	0.00%	\$	-
6					\$	-			\$	-		\$	-	0.00%	\$	-
7					\$	-			\$			\$	-	0.00%	\$	-
8					\$	-/		X	\$	-		\$	-	0.00%	\$	-
5					\$	-		. 7	\$	-		\$	-	0.00%	\$	-
6					\$				\$	-		\$	-	0.00%	\$	-
7					\$	-	4		\$	-		\$	-	0.00%	\$	-
8					\$				\$	-		\$	-	0.00%	\$	-
9					\$	-			\$	-		\$	-	0.00%	\$	-
10					\$	-			\$	-		\$	-	0.00%	\$	-
11					\$				\$	-		\$	-	0.00%	\$	-
12					\$	/-			\$	-		\$	-	0.00%	\$	-
13					\$	-			\$	-		\$	-	0.00%	\$	-
14					\$	-			\$	-		\$	-	0.00%	\$	-
15				7	\$	-			\$	-		\$	-	0.00%	\$	-
16					\$	-			\$	-		\$	-	0.00%	\$	-
17	Field Orders				\$	-			\$	-		\$	-	0.00%	\$	-
					\$	-			\$	-		\$	-	0.00%	\$	-
	CHANGE ORDER No.			V	\$	-			\$	-		\$	-	0.00%	\$	-
				<u> </u>	\$	-			\$	-		\$	-	0.00%	\$	-
ŀ	Total Authorized Amour	nt (incl	uding approved Chan	ge Order)	\$	-			\$	-		\$	-	Total Billed	\$	-

#### **SUMMARY** A. Original Contract Amount I certify that the materials Retention and/or Escrow Payment Schedule B. Approved Change Order #00 Thru #00 have been received by me in Total Retention Required as of this billing (Item E) \$0.00 the quality and quantity specified \$0.00 Total Authorized Amount (A+B) Previous Retention Withheld in PO or in Escrow D. Total Billed to Date Add'I Amt to Withhold in PO/Transfer in Escrow: \$0.00 **Resident Engineer** E. Less Total Retention (5% of D) Amt to Release to Contractor from PO/Escrow: Less Total Previous Payments \$0.00 **Construction Engineer** G. Payment Due Less Retention

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

\$0.00

H. Remaining Authorized Amount

Contractor Signature and Date: \_\_\_\_\_\_

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

# Construction Cash Flow Forecast

# "Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

# **APPENDIX E**

# ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

# **Protecting AMI Devices in Meter Boxes and on Street Lights**

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. All AMI devices shall be protected per Section 402-2, "Protection", of the 2018 Whitebook.

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

# A. Endpoints, see Photo 1:

# Photo 1

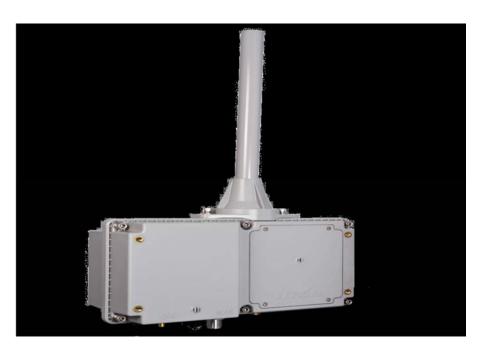


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

# Photo 5

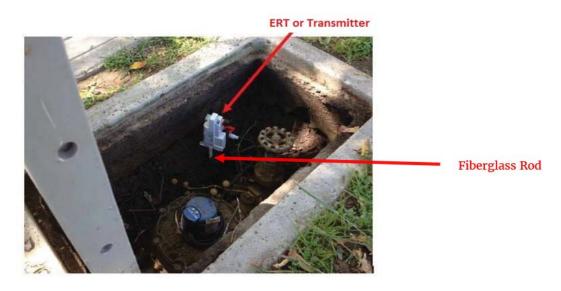


Photo 6 below is an example of disturbance that shall be avoided:

# Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

# Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

# Photo 8



**Network Device** 

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

# **ATTACHMENT F**

# **RESERVED**

# **ATTACHMENT G**

# **EVALUATION AND SELECTION CRITERIA**

#### **ATTACHMENT G**

#### **EVALUATION AND SELECTION CRITERIA**

Proposals will be ranked according to the criteria described below:

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

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

### 2. Equal Opportunity Contracting Program (Pass/Fail)

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

### **Selection (100 Points Total)**

## 3. Executive Summary (3 Points Max)

3.1. Each Proposer must submit a one to two-page Executive Summary of its Proposal.

### 4. **Project Team (15 Points Max)**

Describe the proposed management plan for this Project. Describe the qualifications of key construction and technical personnel, and subcontractors, and their commitment to the complete duration of the task, including the following:

- 4.1. Project Manager Design-Builder shall employ a minimum of 1 fully experienced and qualified project manager. This person shall be responsible for the budget, schedule and quality of the project. Duties also include responsibility for all necessary paperwork such as obtaining permits; coordination of request for information (RFI) and submittals; schedule generation and updates; resource management to maintain the project schedule; and, overall project management. Person shall have previously functioned in a similar role, on a minimum of five (5) comparable, eighteen (18) hole golf courses. USGA and/or PGA experience recommended.
- 4.2. Project Superintendent Design-Builder shall employ a minimum of 1 fully experienced and qualified Project Superintendent. This person shall be responsible for all construction efforts. Duties include coordination with the course designer and shaper; irrigation installation; quality control; compliance with all required permits; coordination with environmental monitoring staff; and, field construction in coordination with Project Manager. This person shall have previously functioned in a similar role, on a minimum of five (5) comparable, eighteen (18) hole golf courses. USGA and/or PGA experience recommended.

- 4.3. Lead Shaper This person shall be able to convey the Golf Designer's intent to the Project Superintendent and field staff for implementation. This person shall have previously functioned in a similar role, on a minimum of five (5) comparable, eighteen (18) hole golf courses. USGA and/or PGA experience recommended.
- 4.4. Irrigation Specialist This person shall be responsible for supervision and coordination of all aspects of the timely and proper installation of the irrigation system. This person shall have previously functioned in a similar role, on a minimum of five (5) comparable, eighteen (18) hole golf courses. USGA and/or PGA experience recommended.
- 4.5. Concrete and flatwork installers. This subcontractor shall have demonstrable high-quality control standards and positive customer service. Provide two examples and references of said work.
- 4.6. Environmental Experts Demonstrate that your team has a solid record with each specialty below having a minimum of three (3) years' experience relative to local City of San Diego Development Services Department Environmental Documents compliance including but not limited to Biology, Noise, Paleontology, Archeology, and Native American Monitoring. Monitors are to meet the standards required and the approval of the Development Services Department.
- 4.7. Civil Engineer and Experts as they relate to drainage, grading and storm water control Experience Requirement: Registered in the state of California with a minimum of 5 years' experience in the development of SWPPP/WPCP documents, grading and drainage projects. QSP and QSD required.
- 4.8. Provide an Organizational Chart of all the key members of the project team from the Project Manager to all subcontractors/suppliers on your team.

# 5. Technical Approach and Construction Plan (82 Points Max)

The following elements shall be included in the Technical Proposal for evaluation:

- 5.1. **Design Coordination (7 Points Max):** Describe the Design-Builder's design process and how they intend to solicit City input and approval for compliance with RFP directives.
- 5.2. Construction Approach and Methods (7 Points Max)

Explain the Design-Builder's approach to the design of the temporary driving range. Include information about the following:

- 5.2.1. Provide overall approach and methods to tee construction.
- 5.2.2. Explain backup strategies the Design Builder intends to employ should rock and/or hard soils be encountered.

## 5.3. Plan for phasing of construction activities (21 Points Max):

- 5.3.1. The City will establish temporary green for the 18<sup>th</sup> hole and temporary tee box for 1<sup>st</sup> hole. Explain how the driving range work will be performed such that all (18) holes shall remain operational at all times.
- 5.3.2. Alternatively, the City will evaluate alternatives to this approach above provided it logically provides a better design and construction solution. Review team will evaluate both approaches and score the better solution.
- 5.4. **Proposed construction schedule (41 Points Max)**: Describe the Design-Builder's resource management of the work inclusive of staffing and work hours.
  - 5.4.1. Provide a schedule that shows the tasks, resources (number of crews), and crew work hours projected to complete the work.
  - 5.4.2. Explain backup strategies the Design Builder intends to employ should rock and/or hard soils be encountered.
  - 5.4.3. In this module, explain all measures intended to be employed to complete the driving range project on time. Installation of all sod for the temporary driving range must be completed by March 18, 2021.
  - 5.4.4. In this module, explain all measures intended to be employed to complete the storm drain repair project on time. Design Builder must be completely off the course by October 1, 2022.
- 5.5. **Environmental Efforts (3 Points Max)**: Describe the Design-Builders coordination efforts respective to Environmental monitoring (if needed) during construction, Dust Control and Storm Water Pollution Prevention Plan.

# 5.6. Traffic Control Management/Public Safety/Maintain Golf Operations (3 Points Max):

- 5.6.1. Provide public safety and traffic control measures Design Builder intends to employ for the project.
- 5.6.2. Describe Design-Builder's plan to travel with heavy equipment between staging areas and project sites while the golf course is open to the public and operationally maintained by Golf Staff.
- 5.6.3. Design Builder is not allowed to use personal motor vehicles on the course unless vehicles are necessary to perform physical work on the course; carts are to be employed.
- 5.6.4. Provide proposed measures to demonstrate how coordination with golf operations will ensure that the golf course will not be significantly impacted during construction. Provide two references for recent renovation projects that were constructed while the course remained open.

#### **TOTAL POINTS: 100**

# 6. Final Selection Based on Weighted Criteria

- 6.1. Based on the Design-Builders' Proposals and any follow-up presentations, and using the Project's Evaluation Criteria, the Panel will continue to rank the Design-Builder's Proposals by determining an overall score which shall be calculated as follows:
- 6.2. A maximum of 70 points will be assigned for the Proposal Price. The lowest total Proposal Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Proposal Prices are compared to the lowest:

$$1 - \left(\frac{\text{Proposal Price} - \text{Lowest Proposal Price}}{\text{Lowest Proposal Price}}\right) \times \text{Max Pts} = \text{Pts Rcvd}$$

- 6.3. A maximum of 30 points will be assigned to the technical criteria described in the RFP. All Proposals shall receive scores based on 30 times the average ratings provided by the Panel.
- 6.4. The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City's final decision.
- 6.5. For example, if the lowest total Proposal Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total Proposal Price of another proposal is \$105 and the maximum allowable points is 70 points, then that Proposal would receive

 $(1-((105-100)/100) \times 70 = 66.5$  points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points - the score cannot be a negative number. The below example using the same 70/30 split illustrates the calculation outcomes with Firm A winning the competition even though Firm A did not have the highest rated technical proposal or the lowest price:

Firm	Avg. Technical Points	Technical Score (30 Max)	Price Proposal	Price Score (70 Max)	Total Score (100 Max)
Α	85.00	25.50	\$105	66.50	92.00
В	88.00	26.40	\$130	49.00	75.40
С	50.00	15.00	\$100	70.00	85.00

Note: All figures will be rounded off to two decimal places.

# **ATTACHMENT H**

# **PRICE PROPOSAL FORMS**

#### PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Torrey Pines Golf Course Temporary Driving Range**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
1	524126	Bonds (Payment and Performance)	1		LS		\$ 17,375
2	541330	Engineering and Design Services	1	D	LS		\$ 85,000
3	237990	Construction	1		LS		\$ 1,382,865
4	236220	Building Permit (EOCP Type I)	1		AL		\$5,000.00
5		City Contingency (EOC Type II)	1		AL		\$93,000.00
6	541330	WPCP Development	1	D	LS		\$ 5,000
7	237310	WPCP Implementation	1		LS		\$ 40,000
8	541370	Survey Services (Design and Construction)	1	D	LS		\$ 2,000
TOTAL (ITEMS NO 1 THROUGH 8 INCLUSIVE):							

<sup>\*</sup> Design Element (For City Use)

Total Price (items 1 through8, inclusive) amount written in words:

One Million Six Hundred Thirty Thousand Two Hundred Forty Dollars and no cents

Design-Builder: Landscapes Unlimited, LLC

Title: Assistant Manager

Signature: Signature: William Kubly

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

#### NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal alone.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- 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 conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTO R LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIE D②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Rees Jones, Inc. Address: 55 S Park St City: Montclair	Designer	N/A	N/A	Golf course design	Design - \$20,000	N/A	N/A	N/A
State: <b>NJ</b> Zip: <b>07042</b>					Const - \$100,000	N/A	N/A	N/A
Phone: 973-744-4031 Email: gmuirhead@reesjonesinc.com								
Name: Brent Harvey Consulting Address: 23741 Moonglow Ct	Designer	N/A	N/A	Irrigation design	Design - \$20,000	ELBE	CITY	N/A
City: Ramona State: CA					Const - \$16,000	ELBE	CITY	N/A
Zip: 92065 Phone: 760-787-0842								
Email: Brent@Harvey.pro								

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

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Name: O'Day Consultants, Inc Address: 2710 Loker Ave W #100 City: Carlsbad State: CA Zip: 92010 Phone: 760-931-7700 Email: keithh@odayconsultants.com	Designer (Civil Engineer, Surveyor, SWPPP)	NA	N/A	staking, Eng & Des SWPPP,	Design \$ 12,000 Const \$ 112,542	DVBE DVBE	CA CA	N/A N/A
Name: Lohstroh Biological Cons Address: 4120 Via Mar De Delfinas City: San Diego State: CA Zip: 92130 Phone: 858-750-9300 Email: brian@lohstrohbio.com	Constructor (Monitor)	N/A	N/A	monitoring	Design \$ 0 Const \$ 19,820	ELBE	CITY	N/A N/A

D 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
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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
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Name: Loveless Linton, Inc.  Address: 1421 W Lewis St City: San Diego State: CA	Constructor (Monitor)	1000047263		Archaeo and Native American Monitoring		SLBE SLBE	CITY	N/A N/A
Zip: 92103 Phone: 619-922-0718 Email: rebekah@loveless-linton.com								
Name: Dick Miller Inc - DMI Address: 930 Boardwalk Suite H City: San Marcos	Constructor	1000004547	#380204 A,B,C-12	Demo, Cartpath, Haul,Grade		SLBE	CITY	N/A
State:       CA         Zip:       92078         Phone:       760-471-6842         Email:       gbullock@DMIUSA.net				Excavate, Concrete, Equip Rent-partial	Const \$186,195	SLBE	CITY	N/A

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Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTO R LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIE D②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Ldn Consulting Address: 42428 Chisolm Trail City: Murrieta State: CA Zip: 92562 Phone: 760-473-1253 Email: jlouden@ldnconsulting.net	Constructor (Monitor)	N/A	N/A	Acoustic monitoring	Design \$0  Const \$38,600	N/A N/A	N/A N/A	N/A N/A
Name: GEPermit  Address16885 W Bernardo Dr #105 City: San Diego State: CA Zip: 92127 Phone: 858-649-6077 Email:grustemoglu@gepermit.com		N/A	N/A	monitoring coord., public outreach	Design \$0 Const towards EOCP Goal \$2,310 Const Paleo Coord \$7,931	ELBE N/A	CITY N/A	N/A N/A

D 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):

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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

#### \*\*TO BE INCLUDED WITHTHE 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	DIR REGISTRATION NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED②
Name: West Coast Turf	Sod - partial	1000009410	\$3,395	Yes	No	N/A	N/A
Address: 42540 Melanie Pl							
City: Palm Desert State: CA							
Zip: 92211 Phone: 888-893-8873							
Email:anthony.pulizzano@westcoastturf.com							
Name: N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Address:							
City: State:							
Zip: Phone:							
Email:							

As appropriate, Design-Builder shall identify Vendor/Supplementary	oplier as one of the followi	ng and shall include a valid proof of certification (except for OBE, S	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		
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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

U.S. Small Business Administration

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

CA

SBA

State of California

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

#### \*\*TO BE INCLUDED WITHTHE PRICE PROPOSAL ONLY\*\*

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NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR REGISTRATION NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED②
Name: Turf Star Western	Toro materials	N/A	Const \$19,327	Yes	No	N/A	N/A
Address: 2110 La Mirada Dr, Ste #100			, .				
City: Vista State: CA							
Zip: 92081 Phone: 714-719-5893							
Email: greg.chambers@turfstar.com							
Name: Ewing Irrigation & Landscape Supply	Pipe,wire,	N/A	Const \$34,769	Yes	No	N/A	N/A
Address: 3441 E Harbour Dr	valves, and other		, .				
City: Phoenix State: AZ	irrigation						
Zip: 85034 Phone: 800-343-9464	materials -						
Email: mcreighton@ewingirrigation.com	partial						

① As appropriate, Design-Builder shall identify Vendor/Supplier as	one of the following	ng and shall include a valid proof of certification (except for OBE, SI	_BE 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
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State of California	CA	U.S. Small Business Administration	SBA

## **ATTACHMENT I**

## **CERTIFICATION AND FORMS**

### ATTACHMENT I

## **CERTIFICATIONS AND FORMS**

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

#### **DESIGN-BUILD PROPOSAL**

- 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 Golf Course Temporary Driving Range** 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: October 26, 2020
,
The Design-Builder: Landscapes Unlimited, LLC
3
By: Ry WMSM
(Signature)
Title: Assistant Manager

#### **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.

# LIMITED LIABILITY COMPANY IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1)	Name under which business is conducted <u>Landscapes Unlimited, LLC</u>					
(2)	Signature (Given and surname) of proprietor					
	(3) Place of Business (Street & Number) 1201 Aries Drive					
	City and State			Zip Code <u>68512</u>		
	-	402-423-6653	Facsimile No	402-423-4487		
(6)	(6) Email Address <u>roy@landscapesunlimited.com</u>					
Ма	nager: William			edes, John Pugliese		

## **IF A PARTNERSHIP, SIGN HERE:**

(1)	Name under which business is conducted <u>N/A</u>				
(2)	Name of each member of partnership, indicate character of each partner, general or specia (limited):				
	N/A				
(3)	Signature (Note: Signature must be made by a general N/A	'			
	Full Name and Character of partner				
	N/A				
(4)	Place of Business (Street & Number) N/A				
(5)	City and State N/A	Zip Code N/A			
(6)	Telephone No. N/A Facsi	mile No. <u>N/A</u>			
(7)	Email Address <u>N/A</u>				
	DRPORATION, SIGN HERE:				
(1)	Name under which business is conducted N/A				
(2)	Signature, with official title of officer authorized to sig	·			
	(Signature)				
	N/A				
	(Printed Name)				
	N/A				
	(Title of Officer)	(Januara Camanata Caal Haya)			
		(Impress Corporate Seal Here)			
(3)	Incorporated under the laws of the State of <u>N/A</u>				
(4)	Place of Business (Street & Number) N/A				
(5)	City and State N/A	Zip Code <u>N/A</u>			

(6) Telephone No. <u>N/A</u>	Facsimile No. <u>N/A</u>
(7) Email Address N/A	
THE FOLLOWING SECTIONS MUST BE FILLED IN B	Y ALL PROPOSERS:
In accordance with the "Request for Proposal", the license for the following classification(s) to perform	e proposer holds a California State Contractor's the work described in these specifications:
LICENSE CLASSIFICATION A, B, C-27 General Er	gineering, General Building, Landscaping
LICENSE NO. <u>973614</u> EXPIR	RES <u>6-30-2022</u> ,
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REG	ISTRATION NUMBER:1000007260
This license classification must also be shown on the license classification on the proposal envelope may TAX IDENTIFICATION NUMBER (TIN): _47-0822871	e front of the proposal envelope. Failure to show cause return of the proposal unopened.
E-Mail Address: <u>roy@landscapesunlimited.co</u> ı	n
THIS PROPOSAL MUST BE NOTARIZED BELOW:	
l certify, under penalty of perjury, that the rep Contractor's license number, classification and expi	
Signature for Missen	Title <u>Assistant Manager</u>
SUBSCRIBED AND SWORN TO BEFORE ME, THIS	26th DAY OF October , 2020 .
Notary Public in and for the County of Lancaster  GENERAL NOTARY-State of Nebraska  JILL JURGENSEN  My Comm. Exp. October 23, 2023	, State of <u>Nebraska</u>

(NOTARIAL SEAL)

## PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

Bond No: CAC 719448

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

Landscapes Unlimited, LLC, a corporation, as principal, and
Merchants Bonding Company (Mutual)
, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
ONE MILLION SIX HUNDRED THIRTY THOUSAND TWO HUNDRED FORTY DOLLARS AND ZERO
CENTS (\$1,630,240.00) for the faithful performance of the annexed contract, and in the sum of
ONE MILLION SIX HUNDRED THIRTY THOUSAND TWO HUNDRED FORTY DOLLARS AND ZERO
CENTS (\$1,630,240.00) for the benefit of laborers and materialmen designated below.
Conditions:

If the Principal shall faithfully perform the annexed contract **Torrey Pines Golf Course Temporary Driving Range**, RFP Number **K-21-1967-MAC-3-A**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

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

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

Dated November 5, 2020	
Approved as to Form	Landscapes Unlimited LLC  Principal
	By Bryce Judes Printed Name of Person Signing for Principal
Mara W. Elliott, City Attorney	
Deputy City Attorney 12/11/2020	Merchants Bonding Company (Mutual)  Surety
	By
Approved:	PO Box 14498
0,	Local Address of Surety
By Styphes Camari	Des Moines, IA 50306
Stephen Samara Principal Contract Specialist Engineering & Capital Projects	Local Address (City, State) of Surety
	402-475-7700
	Local Telephone No. of Surety
	Premium \$_18,802.00
	Bond No. CAC 7194448



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

Jacob J Buss; James M King; Robert T Cirone; Seth Weedin; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of

, 2020

2003

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 20th day of August 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



### **POLLY MASON**

Commission Number 750576 My Commission Expires January 07, 2023

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of , 2020

TIONA 2003 Continues of

William Harner

Secretary

Page 3/3

POA 0018 (1/20)

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

State of California County of San Diego

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

#### **DRUG-FREE WORKPLACE**

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

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

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

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

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

#### **CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE**

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

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

## **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

#### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE E	BOX ONLY.							
	The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.							
X	The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:							
DATE OF CLAIM	Location	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN			
4-11-2014	South Dakota	Sex Discrimination Demotion & Constructive Discharge	N	Closed	No probable cause finding issued 7-7-2014			
Contractor N	Contractor Name: Landscapes Unlimited, LLC							
Certified By	ertified By Roy Wilson Title Assistant Manager							
	Date 10-19-2020 Signature							

**USE ADDITIONAL FORMS AS NECESSARY** 

#### **BIDDER/PROPOSER INFORMATION**

Legal Name		DBA		
Landscapes Unlimited, LLC		Landscapes Unlimited, LLC		
Street Address	City	State	Zip	
1201 Aries Drive	e Lincoln	NE	68512	
Contact Person, Title		Phone	Fax	
Roy Wilson		402-423-6653	402-423-4487	

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

- \* The precise nature of the interest includes:
  - the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
  - the value of any financial interest in the transaction,
  - any contingent interest in the transaction and the value of such interest should the contingency be satisfied,
     and
  - any philanthropic, scientific, artistic, or property interest in the transaction.
- \*\* Directly or indirectly involved means pursuing the transaction by:
  - communicating or negotiating with City officers or employees,
  - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position	
Landscapes Unlimited, LLC	Entity	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Lincoln, NE		
Interest in the transaction		
Financial interest		

Name	Title/Position	
William Kubly	Manager	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Lincoln, NE		
Interest in the transaction		
Financial Interest		

## \* Use Additional Pages if Necessary \*

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

Roy Wilson, Assistant Manager	LON MASSIN	October 26, 2020
Print Name, Title	Signature	Date

#### **BIDDER/PROPOSER INFORMATION**

Legal Name		DBA	
Landscapes Un	limited, LLC	Landscapes Unlim	nited, LLC
Street Address	City	State	Zip
1201 Aries Drive	e Lincoln	NE	68512
Contact Person, Title		Phone	Fax
Roy Wilson		402-423-6653	402-423-4487

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  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Roy Wilson	Assistant Manager / President of Irrigation
City and State of Residence	Employer (if different than Bidder/Proposer)
Lincoln, NE	
Interest in the transaction	
Normal salary, bonus potential	

Name	Title/Position	
Kurt Huseman	Assistant Manager / President of Construction	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Lincoln, NE		
Interest in the transaction		
Normal salary, bonus potential		

## \* Use Additional Pages if Necessary \*

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Roy Wilson, Assistant Manager	LON MASSIN	October 26, 2020
Print Name, Title	Signature	Date

#### **BIDDER/PROPOSER INFORMATION**

Legal Name		DBA	
Landscapes Un	imited, LLC	Landscapes Unlim	nited, LLC
Street Address	City	State	Zip
1201 Aries Drive	e Lincoln	NE	68512
Contact Person, Title		Phone	Fax
Roy Wilson		402-423-6653	402-423-4487

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  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position	
Tom Works	Vice President of Irrigation	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Lincoln, NE		
Interest in the transaction		
Normal salary, bonus potential		

Name	Title/Position
Dave Linngren	Team Leader / Project Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
Lincoln, NE	
Interest in the transaction	
Normal salary, bonus potential	

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Roy Wilson, Assistant Manager	LON MASSIN	October 26, 2020
Print Name, Title	Signature	Date

#### **BIDDER/PROPOSER INFORMATION**

Legal Name		DBA	
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Street Address	City	State	Zip
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Contact Person, Title		Phone	Fax
Roy Wilson		402-423-6653	402-423-4487

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  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Clay Fetherbay	Design-Build Program Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
Lincoln, NE	
Interest in the transaction	
Normal salary, bonus potential	

Name	Title/Position
Chad Cose	Estimating Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
Lincoln, NE	
Interest in the transaction	
Normal salary, bonus potential	

## \* Use Additional Pages if Necessary \*

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Roy Wilson, Assistant Manager	LON MASSIN	October 26, 2020
Print Name, Title	Signature	Date

#### **BIDDER/PROPOSER INFORMATION**

Legal Name		DBA	
Landscapes Un	imited, LLC	Landscapes Unlim	nited, LLC
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1201 Aries Drive	e Lincoln	NE	68512
Contact Person, Title		Phone	Fax
Roy Wilson		402-423-6653	402-423-4487

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  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position	
Eric Wolfert	Construction Manager	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Lincoln, NE		
Interest in the transaction		
Normal salary, bonus potential		

Name	Title/Position	
Martin Corona	Project Superintendent	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Lincoln, NE		
Interest in the transaction		
Normal salary, bonus potential		

## \* Use Additional Pages if Necessary \*

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Roy Wilson, Assistant Manager	LON MASSIN	October 26, 2020
Print Name, Title	Signature	Date

#### **BIDDER/PROPOSER INFORMATION**

Legal Name		DBA	
Landscapes Unlimited, LLC		Landscapes Unlimited, LLC	
Street Address	City	State	Zip
1201 Aries Drive	e Lincoln	NE	68512
Contact Person, Title		Phone	Fax
Roy Wilson		402-423-6653	402-423-4487

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

- \* The precise nature of the interest includes:
  - the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
  - the value of any financial interest in the transaction,
  - any contingent interest in the transaction and the value of such interest should the contingency be satisfied,
     and
  - any philanthropic, scientific, artistic, or property interest in the transaction.
- \*\* Directly or indirectly involved means pursuing the transaction by:
  - communicating or negotiating with City officers or employees,
  - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position	
Gabriel San Juan	Irrigation Coordinator / Superintendent	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Lincoln, NE		
Interest in the transaction		
Normal salary, bonus potential		

Name	Title/Position	
Jose Acosta	Irrigation Specialist	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Lincoln, NE		
Interest in the transaction		
Normal salary, bonus potential		

## \* Use Additional Pages if Necessary \*

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

Roy Wilson, Assistant Manager	LON MASSIN	October 26, 2020
Print Name, Title	Signature	Date

#### **BIDDER/PROPOSER INFORMATION**

Legal Name		DBA	
Landscapes Unlimited, LLC		Landscapes Unlimited, LLC	
Street Address	City	State	Zip
1201 Aries Drive	e Lincoln	NE	68512
Contact Person, Title		Phone	Fax
Roy Wilson		402-423-6653	402-423-4487

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

- \* The precise nature of the interest includes:
  - the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
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  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Jose Flores	Irrigation Specialist
City and State of Residence	Employer (if different than Bidder/Proposer)
Lincoln, NE	
Interest in the transaction	
Normal salary, bonus potential	

Name	Title/Position
Cheryl Halvorsen	EOCP Compliance & Construction Admin/Sr Irrigation
City and State of Residence	Estimator Employer (if different than Bidder/Proposer)
Lincoln, NE	
Interest in the transaction	
Normal salary, bonus potential	

## \* Use Additional Pages if Necessary \*

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Roy Wilson, Assistant Manager	LOY (JIMSIN)	October 26, 2020
Print Name, Title	Signature	Date

#### **BIDDER/PROPOSER INFORMATION**

Le	gal Name	DI	ВА
Landscapes Un	imited, LLC	Landscapes Unlim	nited, LLC
Street Address	City	State	Zip
1201 Aries Drive	e Lincoln	NE	68512
Contact Person, Title		Phone	Fax
Roy Wilson		402-423-6653	402-423-4487

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

- \* The precise nature of the interest includes:
  - the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
  - the value of any financial interest in the transaction,
  - any contingent interest in the transaction and the value of such interest should the contingency be satisfied,
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  - any philanthropic, scientific, artistic, or property interest in the transaction.
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  - communicating or negotiating with City officers or employees,
  - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Judd Chatelain	Senior Estimator
City and State of Residence	Employer (if different than Bidder/Proposer)
Lincoln, NE	
Interest in the transaction	
Normal salary, bonus potential	

Name	Title/Position
Jill Jurgensen	
City and State of Residence	Employer (if different than Bidder/Proposer)
Lincoln, NE	Marketing and Capture Specialist
Interest in the transaction	
Normal salary, bonus potential	

## \* Use Additional Pages if Necessary \*

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

Roy Wilson, Assistant Manager	LOY (JIMSIN)	October 26, 2020
Print Name, Title	Signature	Date

#### **BIDDER/PROPOSER INFORMATION**

Le	gal Name	DI	ВА
Landscapes Un	imited, LLC	Landscapes Unlim	nited, LLC
Street Address	City	State	Zip
1201 Aries Drive	e Lincoln	NE	68512
Contact Person, Title		Phone	Fax
Roy Wilson		402-423-6653	402-423-4487

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- \* The precise nature of the interest includes:
  - the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
  - the value of any financial interest in the transaction,
  - any contingent interest in the transaction and the value of such interest should the contingency be satisfied,
     and
  - any philanthropic, scientific, artistic, or property interest in the transaction.
- \*\* Directly or indirectly involved means pursuing the transaction by:
  - communicating or negotiating with City officers or employees,
  - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Paige Pruitt	Project Administrator
City and State of Residence	Employer (if different than Bidder/Proposer)
Lincoln, NE	
Interest in the transaction	
Normal salary, bonus potential	

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

## \* Use Additional Pages if Necessary \*

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

Roy Wilson, Assistant Manager	LON MASSIN	October 26, 2020
Print Name, Title	Signature	Date

# PRIME CONTRACTOR FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

#### **EFFECT OF DEBARMENT OR SUSPENSION**

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

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

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

NAME	TITLE
Landscapes Unlimited, LLC	
William Kubly	Manager

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

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

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

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

None		
	onsidered in determining bidder responsibility. gency, and dates of action.	For any exception noted above, indicate below to whom it
Contractor Name:_	Landscapes Unlimited, LLC	
Certified By	Roy Wilson	Title <u>Assistant Manager</u>
	Name Signature	Date <u>October 26, 2022</u>

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

# SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS \*TO BE COMPLETED BY BIDDER\*

#### FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

Please	e indicate if principal owner is servin	g in the capac	ity of <b>subcor</b>	itractor,	<b>supplier,</b> and/or	manufacturer:
X	SUBCONTRACTOR		SUPPLIER			MANUFACTURER
	NAME				TITI	LE
Ree	s Jones, Inc					
	Rees Jones		Pres	ident		
X	SUBCONTRACTOR		SUPPLIER			MANUFACTURER
	NAME				TITI	LE
Bre	nt Harvey Consulting					
-	Corri Ayn Harvey		Pres	ident		
	Brent Harvey		Vice	Vice President		
X	SUBCONTRACTOR		SUPPLIER			MANUFACTURER
	NAME			TITLE		
O'D	ay Consultants, Inc.					
	Patrick O'Day		Prir	ncipal		
X	SUBCONTRACTOR		SUPPLIER			MANUFACTURER
	NAME				TITI	LE
Loh	stroh Biological Consulting					
Brian Lohstroh				cipal		
Contra	actor Name: <u>Landscapes Unl</u>	imited, LLC	3			
Certifi	ed By Roy Wilson				Title Acci	stant Manager
cer an		/ Name			7,001	otant managor
	Rox Ul	15011				
	12/00				Date <b>10-2</b>	6-2020
		Signatur	e			

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

# SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS \*TO BE COMPLETED BY BIDDER\*

#### FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

Please	e indicate if principal owner is servin	ig in the capac	ity of	subcontractor, s	<b>supplier,</b> and/or	manufacturer:
X	SUBCONTRACTOR		SU	PPLIER		MANUFACTURER
	NAME				TITL	E
LDI	N Consulting					
	Jeremy Louden			Principal		
X	SUBCONTRACTOR		SU	PPLIER		MANUFACTURER
	NAME				TITL	.E
	obal Environmental Permitin oa GEPermit	ıg, LLC				
	Gulstum Rustemoglu			Principal		
X	SUBCONTRACTOR		SU	PPLIER		MANUFACTURER
	NAME		TITL	E		
Lo	oveless Linton, Inc					
Brandon Linton				CEO COO		
	Rebekah Loveless			000		
X	SUBCONTRACTOR		SU	PPLIER		MANUFACTURER
	NAME				TITL	E
	ck Miller Inc.					
dk	oa DMI					
Glen Bullock				Principal		
Contr	actor Name: <u>Landscapes Unl</u>	limited 110	•			
Conti	actor Name. <u>Landodapeo om</u>	mitou, EE				
Certified By Roy Wilson				Title <b>Assi</b> s	stant Manager	
Name Name Signature				5 . 40 5		
				Date <b>10-2</b> 0	5-2020	

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

# SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS \*TO BE COMPLETED BY BIDDER\*

#### FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

Please indicate if prin	cipal owner is servin	g in the capac	ity of <b>subcontracto</b>	r, supplier, and/or	manufacturer:		
SUBCONTR	RACTOR	X	SUPPLIER		MANUFACTURER		
	NAME			TITI	.E		
	on & Landscape	Supply					
Doug York				President			
Richard Y	ork		Executiv	ve Vice Presid	ent		
<u> </u>							
SUBCONTR	ACTOR	X	SUPPLIER		MANUFACTURER		
	NAME			TITI	.E		
Turf Star							
Joe Guerr	а		Principa	al			
SUBCONTR	ACTOR	X	SUPPLIER		MANUFACTURER		
	NAME			TITI	.E		
West Coast Tu							
John Fost	er		Preside	nt			
SUBCONTR	ACTOR		SUPPLIER		MANUFACTURER		
	NAME			TITI	.E		
N/A							
Contractor Name:	_andscapes Unl	imited, LLO					
Certified By	Roy Wilson			Title _ <b>Assi</b> :	stant Manager		
, <u>-</u>	-	/ Name			<del></del>		
	Por Ul	1/5-111		Date <b>10-2</b>	0.000		

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

## **AFFIDAVIT OF DISPOSAL**

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

WHEREAS, on the	DAY OF, 2 the undersigned entere
	t with the City of San Diego, a municipal corporation, for:
	Torrey Pines Golf Course Temporary Driving Range
	(Project Title)
<b>B-17063</b> ; and <b>WHEREAS</b> , to debris, and surplus materi	n said contract and identified as RFP No. <b>K-21-1967-MAC-3-A</b> ; SAP No. (WB e specification of said contract requires the Contractor to affirm that "all brush, tras is resulting from this project have been disposed of in a legal manner"; and <b>WHEREA</b> colleted and all surplus materials disposed of:
terms of said contract, the	deration of the final payment by the City of San Diego to said Contractor under the ndersigned Contractor, does hereby affirm that all surplus materials as described bosed of at the following location(s)
and that they have been d	posed of according to all applicable laws and regulations.
Dated this	DAY OF
By: Contractor	
ATTEST: State of	County of
On this County and State, duly cor known to me to be the whose name is subscribed	AY OF, 2, before the undersigned, a Notary Public in and for samissioned and sworn, personally appeared Contractor named in the foregoing Release, ar hereto, and acknowledged to me that said Contractor executed the said Release.
Notary Public in and for sa	County and State

## ATTACHMENT J

#### **DESIGN-BUILD AGREEMENT**

#### **DESIGN-BUILD AGREEMENT**

This Design-Build agreement [Contract] is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2020 by and between The City of San Diego [City], a municipal corporation, and Landscapes Unlimited, LLC [Design-Builder], for the purpose of designing and constructing the Torrey Pines Golf Course Temporary Driving Range (Project) consisting of an amount not to exceed One Million Six Hundred Thirty Thousand Two Hundred Forty Dollars and Zero Cents (\$1,630,240.00). 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 Request for Proposal (RFP) number **K-21-1967-MAC-3-A** for **Torrey Pines Golf Course Temporary Driving Range**, pursuant to which the City solicited Proposals from where I designbuild 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. <u>Contract Documents</u>. This Contract incorporates the 2018 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2018 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
Print Name: Stephen Samara  Principal Contract Specialist Engineering & Capital Projects  Date: 11/27/2020	Mara W. Elliott, City Attorney  By Chistina Ray  Print Name: Chistina  Deputy City Attorney  Date: 12/11/2020
CONTRACTOR  By All Mosen	
Print Name Roy Willson	
Title:Assistant Manager	
Date: November 5, 2020	
City of San Diego License No.: <u>B2018002574</u>	
State Contractor's License No.: 973614	

# City of San Diego

CITY CONTACT: Brittany Friedenreich, Sr. Contract Specialist, Email: BFriedenreic@sandiego.gov
Phone No. (619) 533-3104

# ADDENDUM 1 PROPOSAL DOCUMENTS





# **FOR**

**MACC TASK NUMBER: 01** 

#### TORREY PINES GOLF COURSE TEMPORARY DRIVING RANGE

RFQ NO.:	K-20-1852-MAC-3-C
RFP NO.:	K-21-1967-MAC-3-A
SAP NO. (WBS/IO/CC):	B-17063
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	CA, EA

#### **PROPOSALS DUE:**

12:00 NOON OCTOBER 26, 2020

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

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

October 16, 2020 ADDENDUM 1 Page 1 of 4

#### **DEPUTY CITY ENGINEER**

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

116h	10/16/20	Seal:	C 73246, EXP. 13/120
For City Engineer	Date	_	CIVIL CIVIL

#### 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.

#### **BIDDER'S QUESTIONS**

- Q1. For the subcontracting participation percentages, can a DVBE who <u>is</u> <u>also</u> an SLBE/ELBE be utilized **for both categories** to make up the 25.4% of the construction requirement?
- A1. Subcontractors with multiple certifications will only be credited for one certification. Prime contractors must identify what certification they want the City to use towards meeting the mandatory participation
- Q2. The bridging documents contain 44 blank pages in the MND file followed by the MND for the **SOUTH** Course Improvements completed in 2017 (starting on page 45). However, there is no MND for the North Course in the package, nor is there monitoring listed on the Temporary Driving Range bid forms. Please confirm that monitors **will not** be required for this work.
- A2. The environmental documents for Torrey Pines South Golf Course include Driving Range on the North Course in the scope. If excavation is required, then you follow the mitigation and monitoring reporting program (MMRP) outlined in the MND 540657 for the TPGC South Course Improvements. If only fill material and removal with no excavation, then no monitoring is needed.
- Q3. Please confirm that any necessary permits will be obtained and paid for by the City and in place prior to the March 1, 2021 date.
- A3. Confirmed.
- Q4. Since the schedule for this work is very short and will be completed during the teardown period after the Farmers Insurance Open and the U.S. Open, will a field office be required for either Phase A or Phase B?
- A4. The onsite office is up to the design builder. It is not a requirement.

- Q5. For the purposes of this project, will a Topographic and Monument Survey and other related documents be required as discussed in section 3-10?
- A5. Since this is a temporary driving range that will be put back the way it was, survey documents will not be required unless we are going to disturb a survey monument. However, the design builder must give assurance that the golf course will be put back the way it was with the same elevation.
- Q6. From what locations will the design build team be able to generate kikuyu sod to be used for the construction of the temporary tee box?
- A6. Sod will be harvested primarily from North Course Fairways 10, 13, and 9. If more is needed, it will be from other areas on the North Course.
- Q7. With the cost of HDPE being less expensive than PVC currently, and the irrigation system on the North being HDPE, is it acceptable to design the temporary irrigation system with HDPE DR11 and related materials instead of Schedule 40 PVC?
- A7. HDPE DR11 pipe is an acceptable substitution.

James Nagelvoort, Director Public Works Department

Dated: *October 16, 2020*San Diego, California

JN/RWB/lir

# City of San Diego

CITY CONTACT: Brittany Friedenreich, Sr. Contract Specialist, Email: BFriedenreic@sandiego.gov
Phone No. (619) 533-3104

# ADDENDUM 2 PROPOSAL DOCUMENTS





# **FOR**

**MACC TASK NUMBER: 01** 

#### TORREY PINES GOLF COURSE TEMPORARY DRIVING RANGE

RFQ NO.:	K-20-1852-MAC-3-C
RFP NO.:	K-21-1967-MAC-3-A
SAP NO. (WBS/IO/CC):	
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	CA, EA

### **PROPOSALS DUE:**

12:00 NOON OCTOBER 26, 2020

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

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

October 22, 2020 ADDENDUM 2 Page 1 of 2

#### 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. As we have worked through this RFP for the scope of work at Torrey Pines Temporary Driving Range, we have discovered that we will be disturbing more than 1 acre as we tie the new temporary tee into the existing surrounding elevations. On the price proposal form, page 142, Line 6 and Line 7, it lists WPCP development and implementation respectively. For disturbances more than 1 acre, this needs to be a SWPPP development and implementation instead. Are we allowed to correct the bid form to reflect what we will actually be including in our proposal? Please advise how we should handle this change.
- A1. The preliminary intent per the bridging document is to have less than 1-acre disturbance. However, if the design builder chooses a design that will disturb more than 1 acre, the City will compensate the contractor for the SWPPP development and implementation.

James Nagelvoort, Director Public Works Department

Dated: *October 22, 2020*San Diego, California

JN/RWB/lir

# LANDSCAPES UNLIMITED, LLC

# **Design Build Team**

# Multiple Award Construction Contract (MACC) for Golf Course Improvements Projects

Torrey Pines Golf Course Temporary Driving Range MACC Task Order Number: 01 RFQ No. K-21-1967-MAC-3-A October 26, 2020

Landscapes Unlimited: #973614 A – General Engineering B – General Building, C-27 – Landscaping









October 26, 2020

City of San Diego Engineering & Capital Projects Contracts Division Attention: Ms. Brittany Friedenreich, Sr. Contract Specialist 525 B St, Suite 750, MS 908A San Diego, CA 92101

RE: RFQ No. K-21-1967-MAC-3-A

Dear Ms. Friedenreich,

Landscapes Unlimited is excited to have the opportunity to submit our design/build proposal for the Torrey Pines Golf Course Temporary Driving Range in preparation for the 2021 U.S. Open. We have again assembled an incredible team of designers, engineers, environmental specialists, and subcontractors to work in collaboration with Landscapes Unlimited, Golf Operations, and the City of San Diego. With the team's experience on the 2019 Torrey Pines South Course and other San Diego area projects, as well our 44 years of experience throughout Southern California and the nation, we believe you will not find a better suited team to perform the work.

Landscapes Unlimited is committed to providing you with a project that meets or exceeds the goals specified in the RFP and that is completed in the timeframe required. If we are selected for this project, we will provide you with the same attention to detail that we have in the past and will be a single point of responsibility, offering comprehensive golf course design, construction, irrigation, engineering, environmental, and relevant project support services.

We hope that our proposal clearly communicates our experience, our approach, and our central goal of *being the best*. Having been selected this year for an Honor Award in the Parks category by the APWA for our work on the Torrey Pines South Course, as well as completing more than 50 golf design/build projects with no budget or schedule overruns, we feel our history demonstrates our continuous commitment to our central goal.

We sincerely appreciate your consideration and look forward to the opportunity to collaborate with the City of San Diego on the successful development of this project.

Sincerely,

Kurt Huseman, President, Assistant Manager

Landscapes Unlimited, LLC

# TECHNICAL PROPOSAL REQUIREMENTS

#### 11.1 Technical Proposal Requirements

#### **Legal Name and Address**

Landscapes Unlimited, LLC 1201 Aries Drive Lincoln, NE 68512

#### **Legal Form of Entity**

Limited Liability Company

#### **Year of Establishment of Entity**

Landscapes Unlimited, Inc. from July 26, 1977 to July 1, 1999 Landscapes Unlimited, LLC from July 2, 1999 to present

#### **Parent Company**

Landscapes Holding, LLC

#### **Address – Main Office**

1201 Aries Drive Lincoln, NE 68512

#### San Diego Satellite Office

N/A

#### **Contact for Firm:**

Chad Cose, Estimating Manager

Email: chadc@landscapesunlimited.com

Phone: 402-423-6653

#### Number of employees in San Diego County:

Landscapes Unlimited currently has no employees working in San Diego County.

#### **Applicable Licenses:**

City of San Diego Business License: N/A

**Pre-qualification Expires** 3/31/2021; Vendor ID: 300748

#### **State Contractor's License**

**Contractor:** Landscapes Unlimited, LLC California Contractors License: #973614

A – General Engineering, B – General Building, C-27 – Landscaping

Expires: 6/30/2022; DIR #: 1000007260 Expires: 6/30/2022

#### **Professional Engineering/Architect License Number(s):**

#### **Irrigation Consultant**

Brent Harvey Consulting – Brent Harvey

# RLA3879, Certification: Golf Course Irrigation Designer

Expires: 2/28/2021

#### Civil Engineer & Surveyor

O'Day Consultants

California Contractors License: Expires:

Brian Faraci, PLS (5432) September 30, 2022 Nichole Fine, PLS (8753) December 31, 2020

Keith W. Hansen, RCE (60223) June 30, 2022

George O'Day, PE (32014\*)

Pat O'Day, PE (27214\*)

December 31, 2020

March 31, 2021

\* Civil engineers with a license number of 33965 and lower may practice land surveying without being licensed as a Land Surveyor.

#### ATTACHMENT G

#### **EVALUATION AND SELECTION CRITERIA**

1.1

# PROPOSER EXCEPTIONS TO THIS RFP

We have no proposed exceptions.

# 2.1 EQUAL OPPORTUNITY CONTRACTING PROGRAM

Work Force Report (EOC Form BB05) is attached as **Appendix A**. Per 5.3.2 of the RFP, Landscapes Unlimited will submit an updated Work Force Report or an Equal Employment Opportunity Plan prior to the award of the project if we are selected.

#### 3.1

## **EXECTUTIVE SUMMARY**

**Landscapes Unlimited,** along with our team, is very pleased to submit our proposal for the design/build services for the Torrey Pines Golf Course Temporary Driving Range. We are confident that our comprehensive response herein thoroughly addresses all required criteria.

#### **SCHEDULE**

The Landscapes Unlimited team understands the importance of keeping all 18 holes open and will strive to minimize the impact of the project on what the golfers at Torrey Pines have come to expect. Our experience with keeping 18 holes open on the South Course in 2019, as well as our work on the North Course constructing the 2008 U.S. Open temporary driving range, gives us a great understanding of what measures need to be taken to keep rounds safe and enjoyable for the golfing community. Utilizing the temporary green for the 18<sup>th</sup> hole and the temporary tee box on the 1<sup>st</sup> hole, established by the City, we will be able to complete the work on the temporary driving range with little to no impact on revenue or disruption to on-going operations.

The 46 and 72 day schedules for Phase A and B respectively will be sufficient to establish and restore the temporary driving range tee, with our goal being to complete both as quickly as possible.

#### **PROJECT TEAM**

**COLLABORATION** is the key ingredient to our proven design/build team approach, and we believe that we have assembled the most qualified team for this project. Our team members have hundreds of completed projects with specific relevance and similarities to the proposed scope, and all firms were members of our Torrey Pines South Course design/build team last year. The design/build team fully meets the experience and qualification requirements of this solicitation.

Our team includes Landscapes Unlimited, Rees Jones, Inc. Golf Course Design, Brent Harvey Consulting, O'Day Consultants, Inc., and other professional consultants and subcontractors. As the design/builder, Landscapes Unlimited will provide the City a single point of responsibility for the design and execution of the project and will manage all team members.

Landscapes Unlimited (LU) is the golf industry leader in comprehensive design/build delivery with more than 50 design/build projects successfully completed. We will be the design/build manager for the team and will also self-perform the majority of the work for this project, far exceeding the City's 50% self-perform requirement. Leading our team will be Dave Linngren, our Western Regional Manager, who has hands-on experience working and managing previous projects for the Torrey Pines South Course. Our veteran shaper and construction specialist, Jim Cluley will use his experience and talents to bring life to the project and draw upon his knowledge from prior Rees Jones shaping assignments, including the Torrey Pines South Course. All improvements will be designed and constructed through a thoughtful, collaborative process by working together with the City on all fronts, ensuring the City's objectives are met.



**Rees Jones, Inc. Golf Course Design** will be the golf course architect responsible for the golf course design work required for the temporary driving range. Having recently completed the Torrey Pines South Course design work for the City, Rees Jones and Greg Muirhead are very familiar with the design standards required in preparation for the 2021 U.S. Open and will ensure that they understand the vision of the City, the PGA, and the USGA. We have had the opportunity work with Rees on more than 30 projects, including the U.S. Open renovations in the early 2000s and the MACC project last year.

**Brent Harvey Consulting (ELBE)** will lead the team's irrigation design. Brent designed the irrigation system for the Torrey Pines South Course in 2019 and was the golf course irrigation consultant for the Torrey Pines North Course General Development Plan. Brent will ensure that the temporary changes made on the North Course will sustain and promote healthy turf on the existing course as well as the new driving range area.

**O'Day Consultants, Inc. (DVBE)** is certified SWPPP, QSP/QSD and will provide the civil engineering and design, SWPPP, QSP, and surveying services. They also have extensive experience with the City and worked with us at Torrey Pines South Course last year.

Our environmental consulting team will consist of **Lohstroh Biological Consulting** (**ELBE**-Biological), **Ldn Consulting** (Acoustical), **San Diego Natural History Museum PaleoServices** (Paleontological under GEPermit), **Loveless Linton**, **Inc.** (**SLBE**-Archaeological and Native American), and **GEPermit** (**ELBE**-Paleo Coordination, Communication, and Public Outreach). This team will be responsible for implementing any monitoring programs required and will ensure regulatory compliance with the City of San Diego, CEQA protocols, Multiple Habitat Planning Area (MHPA) requirements, and the other related environmental authorities. This team did an outstanding job handling the environmental challenges for us at the Torrey Pines South Course.

#### **Equal Employment and Contracting Opportunities**

Our design/build team reflects our commitment to diversify our subcontracting services while selecting the most qualified team to provide exceptional service, quality, and expertise from their respective fields. We will fully meet or exceed the City's outreach expectations, as well as provide equal opportunities and employment within our own labor pool.

#### **APPROACH**

Years of experience managing multiple projects has taught us that on any project, especially design/build projects, the greatest opportunity to influence the project's cost, quality, and schedule hinges upon a successful execution plan and the talent and dedication of those tasked to execute. Therefore, project organization, highly skilled and experienced team members, proper planning and scheduling, efficient construction management, rigid CPM schedule controls and tracking, and safety are all focus areas of our project execution plan.



4.0

# **PROJECT TEAM**

Landscapes Unlimited (LU), over the past 44 years, has provided construction, irrigation, and design/build services for some of the most notable golf courses in the nation. Many of our projects have been on courses that host PGA and/or USGA events, including multiple U.S. Open venues. We are proud to have worked closely with the City and Rees Jones on two different occasions in preparation for the 2008 and 2021 U.S. Open at the Torrey Pines South Course. Those projects involved extensive renovations including new bunkers and renovations to existing bunkers, new and renovated tees, new cart path, new irrigation, drainage renovations, and grass and sod work throughout the golf course. We also built the temporary driving range for the Torrey Pines North Course for the 2008 U.S. Open. Another recent design/build project of note was the complete renovation of the TPC Scottsdale course in 2015, host site of the PGA Tour Waste Management Open. This challenging, all-encompassing renovation was performed with a fast-track execution strategy and was completed in four months for the PGA Tour and the City of Scottsdale, Arizona.

LU has a solid history of working well together on prominent and successful golf courses with **Rees Jones, Inc**. We have had the opportunity to work extensively with Rees and Greg on more than 30 projects, in addition to working with them on the prior South Course renovations. Other recent projects include the Golden Horseshoe Golf Club in Williamsburg, VA, Dunes Golf and Beach Club in Myrtle Beach, SC, and Piedmont Driving Club in Atlanta, GA. We think this history of successful collaborations, both at the South Course and nationwide, adds significant value to our Torrey project approach.

Our 20-year history with **Brent Harvey Consulting** is also a long-standing one, having completed more than 40 of Brent's irrigation design projects, including the complete irrigation renovation on the South Course last year. Brent's experience with the City of San Diego also includes the Balboa Park golf course irrigation replacement in 2011 as well as his consultation work for the Torrey Pines North Course. Through his experience on these projects, Brent understands the City's expectations as well as the requirements of the design, review, and approval processes and procedures. This prior City experience, coupled with his unparalleled resume of 29 successful years of golf course irrigation design, makes him the ideal choice for irrigation designer at Torrey Pines.

Other key design and consulting partners include **O'Day Consulting** (Civil Engineering, SWPPP and Surveying), **Lohstroh Biological Consulting** (Biological), **Ldn Consulting** (Acoustical), **San Diego Natural History Museum PaleoServices** (Paleontological), **Loveless Linton, Inc.** (Archaeological and Native American), and **GEPermit** (Paleo Coordination, Communication, and Public Outreach). This entire team provided similar services for the recently completed South Course improvements in 2019, and all firms have prior experience on City of San Diego projects.

We believe our extensive design/build experience working under extremely tight deadlines, our attention to quality, our work ethic, and our resume of comparable work and Torrey Pines South Course projects distinguishes Landscapes Unlimited from all others in our industry.

#### **4.1. Project Managers**

#### Dave Linngren – Team Leader / Project Manager

As Project Manager and Team Leader for Landscapes Unlimited, Dave will ensure that the project is designed and constructed in accordance with the design, budget, and schedule criteria established by the City. He will provide senior management and representation for LU to ensure quality completion of the project, overseeing construction operations, and ensuring schedules, specifications, staffing levels, resource planning, logistics, contract requirements, and all other project goals are met.

For the past 12 years, Dave has been the Western Regional Manager for Landscapes Unlimited (LU). He has been responsible for overseeing all LU projects completed in California and has coordinated and managed the construction and renovation of over 100 golf courses, both on public and private facilities. Dave began with LU in 1999 as an intern, working his way up to a regional manager for LU in 2008. Throughout his career, he has been involved with a tremendous amount of new construction and renovation projects at some of the most prestigious courses in Southern California.

From 2001 to 2008, Dave was involved with the extensive renovations on the Torrey Pines South Course in preparation for the 2008 U.S. Open. Dave also managed last year's renovation at the Torrey Pines South Course in preparation for the 2021 U.S. Open. With over 20 years of experience with LU, Dave's knowledge of the regional and local area and environment is the ideal foundation to lead our design/build team.

Prior Project Experience	<b>Construction Dates</b>	Architect
San Luis Obispo Country Club	September 2020 –	Origins Golf Design
San Luis Obispo, CA	In-Progress	Brent Harvey Consulting
Roaring Fork Club	September 2019 –	Nicklaus Design
Basalt, CO	June 2020	Golf Water
Torrey Pines Golf Course-South Course	February 2019 –	Rees Jones, Inc.
La Jolla, CA	September 2019	Brent Harvey Consulting
La Jolla Country Club	April 2019 –	Origins Golf Design
La Jolla, CA	August 2019	Brent Harvey Consulting
Hillcrest Country Club	August 2018 –	Kyle Phillips Golf Course Design
Los Angeles, CA	July 2019	Brent Harvey Consulting

#### Tom Works - Irrigation Project Manager

Tom will be the Irrigation Project Manager for LU, dedicated to the successful installation of the irrigation system in accordance with the design, budget, and schedule. Tom will provide management oversight for the irrigation installation from pre-construction to job close out. He will help the irrigation specialists and installation crews achieve cost, quality, and schedule objectives, as well as handling challenges that may arise during the construction process.

With 30 years of irrigation experience, Tom has coordinated and managed the installation of over 300 irrigation projects in both the public and private sectors. He is well versed in all aspects of Toro control systems and products, as well as HDPE and PVC pipe installations and other irrigation products and applications. Tom has a thorough knowledge of all techniques involved in golf course irrigation installations and the quality control measures required for those installations. Tom's experience with the Torrey Pines South Course in 2005 and 2019 makes him extremely familiar with local environment and logistics for projects for the City of San Diego.

Prior Project Experience	<b>Construction Dates</b>	Architect
Torrey Pines Golf Course-South Course	February 2019 -	Rees Jones, Inc.
La Jolla, CA	September 2019	Brent Harvey Consulting
Hillcrest Country Club	August 2018 –	Kyle Phillips Golf Course
Los Angeles, CA	July 2019	Design
		Brent Harvey Consulting
Mesa Verde Country Club	February 2018 –	Cary Bickler Inc.
Costa Mesa, CA	August 2018	Brent Harvey Consulting
Santa Ana Country Club	March 2016 –	Jay Blasi Design
Santa Ana, CA	July 2016	Brent Harvey Consulting
TPC Scottsdale – Stadium Course	March 2014 –	Tom Weiskopf Designs
Scottsdale, AZ	July 2015	Bryant Taylor Gordon Golf

#### Clay Fetherbay – Design/Build Program Manager

Clay will assist the LU design/build team at the oversight level with value engineering, quality management, project budgets, permitting, scheduling, cost controls, and contract administration for the project. He will work closely with the construction and irrigation project managers, project superintendent, irrigation specialists, and construction team to ensure full integration of efficient management policies and procedures into all project phases and tasks. Clay will also provide interface, communication, and coordination with the City staff, the consulting and engineering team, and the environmental monitoring staff.

Clay's golf construction and project management experience with LU spans over 25 years. He filled the key management and oversight role for the Torrey Pines South Course last year in addition to several of our most high-profile projects. Those projects have included comprehensive

services for the programming, budgeting, community outreach, design, engineering, regulatory approvals, permitting, partnering, construction, QA/QC, pre-opening, and commissioning of all interdependent project elements.

Prior Project Experience	<b>Construction Dates</b>	Architect
The CapRock Ranch	April 2019 -	Hanse Golf Course Design
Valentine, NE	August 2020	EC Design Group, LTD
Torrey Pines Golf Course-South Course	February 2019 -	Rees Jones, Inc.
La Jolla, CA	September 2019	Brent Harvey Consulting
Scottsdale National Golf Club	May 2018 –	Jackson Kahn Golf Course
Scottsdale, AZ	August 2018	Design
		Marvin Mills Irrigation
		Consulting
Papago ASU Golf Practice Facility	April 2018 –	Phil Mickelson Design
Phoenix, AZ	August 2018	Brent Harvey Consulting
TPC Scottsdale – Stadium Course	March 2014 –	Tom Weiskopf Designs
Scottsdale, AZ	July 2015	Bryant Taylor Gordon Golf

#### **Eric Wolfert – Construction Manager**

Eric's responsibilities will focus on assisting the project superintendent and irrigation specialist with the daily data collection, daily reporting, tracking, schedule management and updates, testing, and as-builts, as well as serving as the Site Safety Officer. He will also assist with quality control and provide technical support. Additionally, he will be communicating with the Resident Engineer for the City, as well as the Golf Operations staff for the course, making sure that all goals are met, schedules are communicated, and any concerns are addressed. Eric will coordinate the activities of all subcontractors and monitors on-site. His experience with the Torrey Pines South Course renovation last year will be a huge asset to this project.

Eric has been in the golf industry for over 15 years. He has worked the past five years for LU, quickly moving up the ranks from assistant superintendent to construction manager in a short time. Eric's experience on many of our complex federal and military projects makes him extremely qualified for detailed regulatory reporting and project organization. Before coming to LU, Eric worked with other golf course and landscape contractors in the roles of operator, superintendent, estimator, and project manager. Eric was also involved in golf course maintenance at Castle Pines Golf Club in Castle Rock, CO, one of the country's top 100 golf courses, when they hosted the Sprint International PGA Tour.

Eric's certifications include BFA Pratt Institute, Penn State Turfgrass Management, OSHA 30 Hour Certified, EM 385-1-1 40 Hour Certified, QCM-C 784 Certified, First Aid/CPR, Trench Competency, Confined Space Competency, and Better Billy Bunker Certified.

Prior Project Experience	<b>Construction Dates</b>	Architect
Torrey Pines Golf Course-South Course	February 2019 -	Rees Jones, Inc.
La Jolla, CA	September 2019	Brent Harvey Consulting
Oxbow Country Club	October 2014 -	Robert Trent Jones II, LLC
Oxbow, ND	July 2018	EC Design Group, LTD
Breckenridge Golf Club	September 2015 –	Nicklaus Design
Breckenridge, CO	June 2017	Irrigation Technologies
Midland Country Club	October 2015 –	Weibring-Wolfard Golf Design
Midland, TX	August 2016	Larry Rodgers Design Group
Elmwood Golf Course	August 2014 –	Herfort Norby Golf Course
Sioux Falls, SD	June 2016	Architects
		EC Design Group, LTD

#### 4.2. Project Superintendents

#### Martin Corona - Project Superintendent

Martin will be responsible for the on-site management of all aspects of the construction project. In collaboration with the project and construction managers, Martin will help convey the design plans to the construction crews, subcontractors, and shaper and act as primary point of contact for the City regarding day-to-day field operations. He will also serve as quality control manager. He will coordinate all field construction and be directly responsible for all on-site sequencing of the work. His extensive experience with the Torrey Pines renovations makes him invaluable to the team.

Martin has been a member of the LU team for over 17 years. He has extensive experience in diverse renovations as well as new construction projects. Martin started as an assistant superintendent and has been a superintendent for the past nine years. He is extremely knowledgeable of the techniques used in golf course construction, renovation, restoration, and landscaping. He resides in Southern California and is OSHA 10 and 30 Hour Certified, Better Billy Bunker Certified, CPR/First Responder trained, and is bi-lingual.

Prior Project Experience	<b>Construction Dates</b>	Architect
San Luis Obispo Country Club	September 2020 -	Origins Golf Design
San Luis Obispo, CA	In-Progress	Brent Harvey Consulting
Torrey Pines Golf Course-South Course	February 2019 -	Rees Jones, Inc.
La Jolla, CA	September 2019	Brent Harvey Consulting
Mesa Verde Country Club	February 2018 –	Cary Bickler Inc.
Costa Mesa, CA	August 2018	Brent Harvey Consulting
Lakeside Golf Club	June 2017 –	Origins Golf Design
Burbank, CA	October 2017	Brent Harvey Consulting
Santa Ana Country Club	March 2016 –	Jay Blasi Design
Santa Ana, CA	July 2016	Brent Harvey Consulting

#### Gabriel San Juan - Irrigation Coordinator / Superintendent

Gabriel has more than 15 years of experience working for LU and is one of the industries' most knowledgeable irrigation installation experts. He began as a laborer, moving up through the ranks of foreman to project superintendent within a few years. Gabriel has become one of our most capable irrigation superintendents and coordinates all irrigation projects in the western region. He can handle all ranges of challenges, from small scopes of work to multi-million-dollar projects, treating each with the same attention to quality and detail. Gabriel has a thorough knowledge of Toro irrigation systems and products, as well as HDPE and PVC products and installation techniques. He has also managed irrigation installations on both public and private facilities. Gabriel's hands-on experience and irrigation installation expertise are an important part of the overall success of LU's irrigation division.

Prior Project Experience	<b>Construction Dates</b>	Architect
San Luis Obispo Country Club	September 2020 -	Origins Golf Design
San Luis Obispo, CA	In-Progress	Brent Harvey Consulting
Torrey Pines Golf Course-South Course	February 2019 -	Rees Jones, Inc.
La Jolla, CA	September 2019	Brent Harvey Consulting
La Jolla Country Club	April 2019 –	Origins Golf Design
La Jolla, CA	August 2019	Brent Harvey Consulting
Hillcrest Country Club	August 2018 –	Kyle Phillips Golf Course Design
Los Angeles, CA	July 2019	Brent Harvey Consulting
Mesa Verde Country Club	February 2018 –	Cary Bickler Inc.
Costa Mesa, CA	August 2018	Brent Harvey Consulting

#### 4.3. Lead Shaper

#### Jim Cluley – Lead Shaper

Jim has been with LU for over 20 years and is one of our most experienced and sought-after shapers. Jim can rough and finish shape as well as operate other types of heavy equipment. He is consistently complimented and requested by golf architects for his talents in shaping the design accurately and efficiently. His knowledge of different soils and terrains, as well as his talents to adapt, are what make him one of the very best in the industry, turning the architect's vision into reality on the ground.

Jim was the lead shaper for the Torrey Pines South Course project in 2019. He has also worked on shaping assignments on other courses designed by Rees Jones including Lakewood Country Club in Rockville, MD and The Dunes Golf and Beach Club in Myrtle Beach, SC. Additionally, Jim has worked with the industry's most prominent designers including Arnold Palmer at Bay Hill, Jack Nicklaus, Greg Norman, and Robert Trent Jones II.

Prior Project Experience	<b>Construction Dates</b>	Architect
The CapRock Ranch	April 2019 -	Hanse Golf Course Design
Valentine, NE	August 2020	EC Design Group, LTD
Torrey Pines Golf Course-South Course	February 2019 -	Rees Jones, Inc.
La Jolla, CA	September 2019	Brent Harvey Consulting
Elmwood Golf Course	August 2014 –	Herfort Norby Golf Course
Sioux Falls, SD	June 2016	Architects
		EC Design Group, LTD
Contra Costa Country Club	May 2014 –	Robert Trent Jones II, LLC
Pleasant Hill, CA	November 2014	Russell D. Mitchell & Assoc, Inc.
Max Mandel Municipal Golf Course	October 2010 –	Robert Trent Jones II, LLC
Laredo, TX	August 2013	EC Design Group, LTD

#### 4.4. Irrigation Specialists

#### Jose Acosta - Irrigation Specialist

Jose will be responsible for the day to day on-site management of the irrigation system installation during Phase A. Jose has over 32 years of experience with golf course and irrigation installations, 25 of those years working with LU. His intensity and ambition have helped him successfully install some of the largest and most challenging irrigation systems in our history. His recent experience with the Torrey Pines South Course irrigation installation makes him an important part of our design/build team.

Jose is certified as a HDPE fusion operator by CMF AquaFuse and ISCO. He is also a certified Paige Application Specialist, OSHA 10 and 30 Hour certified, CPR/First Responder trained, a heavy equipment operator, and is bi-lingual.

Prior Project Experience	<b>Construction Dates</b>	Architect
Los Alamos Golf Course	July 2020 –	Irrigation Services, LLC
Los Alamos, NM	October 2020	
Roaring Fork Club	August 2019 –	Nicklaus Design
Basalt, CO	June 2020	Golf Water
Torrey Pines Golf Course-South Course	February 2019 -	Rees Jones, Inc.
La Jolla, CA	September 2019	Brent Harvey Consulting
Oxbow Country Club	October 2014 -	Robert Trent Jones II, LLC
Oxbow, ND	July 2018	EC Design Group, LTD
Thorncreek Golf Course	December 2016 –	Finger Dye Spann, Inc.
Thornton, CO	June 2018	Irrigation Technologies

#### Jose Flores – Irrigation Specialist

Jose Flores will be responsible for the day to day on-site management of the irrigation system reinstallation during Phase B. (Jose Acosta will be on another project that was scheduled prior to

this RFP.) Jose Flores has over 19 years of experience with golf course and irrigation installations. He too has been on some of our most challenging irrigation projects including the Torrey Pines South Course irrigation installation in 2019. His familiarity with Torrey Pines will make this transition seamless.

Jose is certified as a HDPE fusion operator by CMF AquaFuse and ISCO. He is also a certified Paige Application Specialist, OSHA 10 and 30 Hour certified, CPR/First Responder trained, a heavy equipment operator, and is bi-lingual.

Prior Project Experience	Construction Date	s Architect
Roaring Fork Club	September 2019 –	3
Basalt, CO	June 2020	Golf Water
Torrey Pines Golf Course-South Course	February 2019 -	Rees Jones, Inc.
La Jolla, CA	September 2019	Brent Harvey Consulting
Scottsdale National Golf Club	May 2018 –	Jackson Kahn Design
Scottsdale, AZ	August 2018	Marvin Mills Irrigation Consulting
Santa Ana Country Club	March 2016 –	Jay Blasi Design
Santa Ana, CA	July 2016	Brent Harvey Consulting
TPC Scottsdale – Stadium Course	March 2014 –	Tom Weiskopf Designs
Scottsdale, AZ	July 2015	Bryant Taylor Gordon Golf

#### 4.5. Concrete and Flatwork Installers

#### **DMI - General Engineering Contractor (SLBE)**

DMI will provide the concrete and flatwork for the cart path renovations at Torrey Pines as well as some general construction services. DMI has more than 30 years of experience in general engineering and building construction, including underground utilities, paving, landscaping, irrigation, site work, mass excavation work, demolition, storm drainage, water and sewer grading, and freeway, bridge and lane work.. They have completed over \$200 million in projects, primarily in and around San Diego, for a multitude of owners including the City of San Diego. The firm has won several awards for their work. DMI was responsible for the concrete cart path work at the Torrey Pines South Course in 2019, as well as some general construction services and ADA improvements.

Glen Bullock, owner, is SWPPP and Competent Person trained, construction inspection trained, OSHA 10 certified, and has experience with hazardous waste handling.

#### **Project Examples**

#### **Torrey Pines South Course Renovation for Landscapes Unlimited**

Contact: Rich McIntosh, Golf Course Superintendent

LANDSCAPES UNLIMITED

Golf Construction | Golf Renovation | Golf Management | Irrigation & Infrastructure

Torrey Pines Golf Course 858-452-3226

Description: Demolition and replacement of the concrete cart path where construction impacted the existing cart path or where the cart path was to be new or in need of replacement; ADA accessibility concrete upgrades and signage; hauling of waste sod and concrete; and excavation and backfilling assistance for irrigation installation as needed.

#### City of San Diego Juan Street Concrete Replacement

Contact: Wayne Jarrell, Field Engineering Division MS City of San Diego WJarrell@sandiego.gov

Description: Replacement of concrete streets, sidewalk, pedestrian ramps, curb and gutter, ADA curb ramps, and electric boxes and conduits; upgrade of water mains, valves, water services, fire hydrants; upgrade of storm drain and drainage inlets; installation of new storm drain and drainage inlets; and installation and improvements on private driveways as needed.

#### 4.6. Environmental Experts

All monitors on our design/build team have 11 or more years of experience in their respective fields and meet the standards required of the Development Services Department.

#### **Biology**

#### **Lohstroh Biological Consulting (ELBE)**

Lohstroh Biological Consulting possesses over 22 years of biological consulting experience within San Diego and neighboring environs. Brian Lohstroh has specific experience working on City of San Diego projects such as the Torrey Pines North and South Course Improvements projects, Waterways Maintenance Plan project, Coastal Rail Trail, and has conducted numerous biological surveys throughout the City of San Diego. Brian has a rare skill set that combines diverse listed species survey capabilities, several USFWS permits, aquatic resource training with environmental compliance, permitting, monitoring, and constraints analysis.

#### **Valid Endangered Species Recovery Permit**

Brian possesses a valid Endangered Species Act Section 10(a)(1)(A) recovery permit (No. TE-063608-6). Along with other authorizations, he is permitted to conduct California Gnatcatcher (*Polioptila californica*) presence/absence surveys and monitor their nests.



Golf Construction | Golf Renovation | Golf Management | Irrigation & Infrastructure

#### Experience

Brian Lohstroh has worked on numerous City of San Diego projects over the course of his 22 years of biological consulting experience and some of his relevant experience includes the following projects:

#### Torrey Pines South Course Improvements Project

Brian facilitated the golf course improvements by conducting biological surveys and providing biological compliance monitoring per the project's MND requirements. He tracked breeding California Gnatcatchers within the project vicinity and directed noise monitoring by a certified acoustician as needed during construction. Brian provided the City with a monitoring exhibit and attended progress meetings with the City and contractor. He provided worker environmental awareness training to all construction personnel involved. Additionally, he conducted nesting bird surveys during the avian breeding season, designated avoidance buffers and monitored nest status throughout the avian breeding season. Brian also monitored and regularly reported on the progress of successfully nesting red-tailed hawks within the construction zone.

#### Torrey Pines North Course Improvements Project

Brian provided biological survey and monitoring services in compliance with the City of San Diego's MSCP and the Project's MND mitigation requirements. He conducted protocol California Gnatcatcher surveys in the adjacent habitat and monitored resident pairs throughout the breeding season during construction on the golf course. Brian coordinated noise monitoring with a certified acoustician to analyze the effects of construction noise on Gnatcatcher nesting, as well as providing the City with a monitoring exhibit and attended weekly progress meetings with the City and contractor.

Waterways Maintenance Plan (WMP) and Tijuana River Valley Channel Maintenance Projects
Brian conducted avian surveys at several drainages throughout the City of San Diego for the WMP project and provided monitoring support for the Tijuana River Valley Channel Maintenance Project. He conducted Southwestern Willow Flycatcher and Least Bell's Vireo surveys during the 2017 breeding season. Brian coordinated with City crews to ensure avoidance of sensitive biological resources, while allowing work to be completed in an effective and efficient manner.

#### City of San Diego Pump Station 77 A/B Force Main Inspection Project

Brian assisted with monitoring vegetation clearing at several inspection sites in preparation for excavation as part of a pipeline inspection project, which is located along the north shore of Lake Hodges within the City of San Diego's Multi-Habitat Planning Area (MHPA). Brian provided guidance to the crew for minimizing impacts to native habitat, including California Gnatcatcher, occupied coastal sage scrub, coast live oak woodland, and riparian habitat. He was able to allow construction crews to conduct the work without resulting in additional or unanticipated impacts to native habitat.

#### SANDAG On-Call Environmental Services/I-805 Managed Lanes Project

As Biology Task Lead, Brian managed staff and sub consultants to produce a Natural Environment Study for the I-805 Managed Lanes in coordination with Caltrans. This role included leading USFWS protocol surveys for Least Bell's Vireo, California Gnatcatcher, Southwestern Willow Flycatcher, San Diego Fairy Shrimp (wet and dry season), and Quino Checkerspot Butterfly, as well as wetland delineations within a 1000-foot buffer of the alignment for expansion of I-805. Brian also led the development of the GIS figures for the entire alignment, including the vegetation, wetlands, and special status species datasets.

#### **Noise**

#### **Ldn Consulting**

Ldn Consulting has been involved in the field of civil engineering since 1999 specializing in acoustical, air quality, and greenhouse gas. Jeremy has a Bachelor of Science in Civil Engineering from San Diego State University and is approved through the County of San Diego CEQA Consultant for Acoustics and Air Quality.

#### **Professional Registration**

Engineer-In-Training (EIT) #114983

#### **Experience**

Jeremy Louden has extensive City of San Diego experience including the Torrey Pines Golf Course Revitalization, Fairbanks Country Villas Noise Monitoring, and the El Camino Real widening project. The Torrey Pines Golf Course Revitalization involved specialized mitigation measures due to the changing of equipment and the location of the construction from greens to fairways to tee boxes. There, he identified a need to reduce elevated construction equipment noise levels below the ambient conditions at several locations. Noise level measurements were also collected weekly in accordance with the City of San Diego sensitive habitat mitigation and monitoring program protocol to determine compliance with the City's adopted thresholds.

#### **Paleontology**

#### San Diego Natural History Museum PaleoService

San Diego Natural History Museum PaleoService will be a subcontractor under GEPermit. They are the provider of paleontological mitigation monitoring services in the City of San Diego. The firm's senior scientists are highly qualified and are all listed on the City of San Diego's Approved Consultants List. They were a second-tier subcontractor for us on the Torrey Pines South Course renovation.



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#### Experience

Sewer & Water Group 721 Project: The Sewer Group Job 721 project was located in the Ocean Beach neighborhood and community plan area of the City of San Diego, San Diego County, California. The project involved replacement of approximately 10,313 linear feet of 6" and 8" concrete and vitrified clay sewer mains and the abandonment of approximately 150 linear feet of 6" concrete sewer mains. Due to the presence of previously disturbed artificial fill (no paleontological sensitivity) within the majority of the trenches, paleontological monitoring focused on material excavated from the base of the trenches. No significant fossils were discovered during monitoring of this project. A final paleontological mitigation report was submitted at the completion of the paleontological mitigation program. Monitoring did not interfere with, or delay, construction operations and was completed under budget with a cost savings for the client.

Broadstone Makers Quarter Project: The Broadstone Makers Quarter project was located in the East Village Neighborhood and Centre City Community Plan Area of the City of San Diego, San Diego County, California. The project involved excavation operations associated with the construction of a six-level residential development with two levels of subterranean parking. Paleontological monitoring primarily focused on augering for soldier beam installation around the perimeter of the site, mass grading, and footing excavations. The mitigation program involved paleontological monitoring of excavation activities into native deposits, fossil salvage, laboratory preparation of salvaged specimens, curation of prepared specimens, storage of curated specimens, and completion of a final paleontological mitigation report. This work resulted in the recovery of marine mollusks from the Pliocene—Pleistocene-age San Diego Formation (about 3.5 to 1.5 million years old). Monitoring and fossil recovery did not interfere with, or delay, construction operations and was completed under budget with a cost savings for the client.

#### **Archaeology and Native American Monitoring**

#### **Loveless Linton, Inc. (SLBE)**

Loveless Linton is a San Diego based Cultural Resources Management firm specializing in cultural compliance, archaeological services, osteology, and tribal concerns. Established in 2012 by Rebekah Loveless, a San Diego archaeologist, and Brandon Linton, a San Diego Native American monitor, Loveless Linton, Inc. was conceived as a solution to the complacently divided world of San Diego archaeology. With their unique team, they combine efforts seamlessly to provide clients with innovative, cost-efficient, and practical solutions for projects of all sizes, ensuring regulatory compliance, risk management, and project success.

#### **Archaeology**

Rebekah Loveless, M.A, RPA is the Principal Investigator for all archaeological work and is a registered Professional Archaeologist (RPA #999048) with over 13 years of field experience in San Diego. She has participated in many projects in the La Jolla area from excavation, to



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monitoring, to aiding in the identification and repatriation process of human remains. Currently she is the Principal Investigator for multiple projects in San Diego ranging from lineal pipe replacements to a programmatic Environmental Impact Report for commercial and government land usage. Rebekah was also involved with the monitoring on the Torrey Pines North Course.

#### **Experience**

Relevant projects include: Archaeological monitoring/bone ID for Border Field State Park, San Diego CA; Archaeological monitoring for Roseland Gas Line Replacement, La Jolla, CA; Archaeological monitoring/bone ID for private residence excavation, La Jolla, CA; and Principal Investigator/Archaeological monitoring for several City of San Diego Water and Sewer Group Jobs, San Diego, CA.

Rebekah Loveless has completed the 40-hour HAZWOPER training and has a certification document. She also meets or exceeds all City qualifications as defined in the City of San Diego Historical Resources Guidelines (HRG).

#### **Native American Monitoring**

Brandon Linton is lead and coordinating Native American monitor and the Tribal Representative. He is a member of the Mesa Grande Band of Diegueño Indians and has been an active Native American monitor and liaison for over 16 years. Brandon also has extensive experience in the La Jolla region and helped create the current protocol for Native American monitoring in San Diego. He too has experience with identification and repatriation of human remains from San Diego and specifically La Jolla. Brandon was involved with the monitoring at both the Torrey Pines North and South courses.

#### **Experience**

Relevant projects include: University of California San Diego Chancellor House, La Jolla, CA; Private residence construction, La Jolla CA; Border Field State Park, San Diego, CA; and Monitoring for Water and Sewer Group Jobs, San Diego, CA.

#### Paleo Coordination, Communication and Public Outreach

#### **GEPermit (ELBE)**

GEPermit will coordinate the paleo monitoring and will be responsible for any communication and public outreach requirements throughout the project.

GEPermit offers a full range of land use and environmental consulting services for the public and private sector clients since 2009. GEPermit's team members and environmental associates are highly qualified and listed on the City of San Diego's Approved Consultants List.



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#### **CEQA/NEPA Environmental Project Manager**

Gulsum Rustemoglu, a highly experienced CEQA/NEPA Planner, has 21 years of project management and environmental permitting experience specializing in the development of CEQA and NEPA EISs, EAs, and EIRs, for transportation and infrastructure projects, commercial and municipal facilities, industrial plants, pipelines, and urban and residential development projects. She supports the acquisition of federal, state, and local permit applications, conducts regulatory compliance, and supports public participation programs. She is a skilled writer, communicator, and public speaker who can convey complex information to both specialized and non-expert audiences. Her firm, GEPermit, has been awarded the 2016 Woman Owned Small Business of the Year by the SBA San Diego District.

#### **Experience**

#### Torrey Pines South Course Improvements Project

GEPermit provided environmental monitoring management services during the construction phase at the Torrey Pines South Course in 2019. The firm oversaw the biological, acoustic, cultural, archaeological, and paleontological monitors for Landscapes Unlimited, the design/builder. The GEPermit staff was responsible for the weekly environmental team meeting and daily monitoring of data records. In addition, the staff identified potential noise and habitat concerns during the heavy construction days.

#### Dynegy South Bay Power Plant Demolition/Remediation Project

GEPermit provided environmental review services to Dynegy South Bay, LLC for a demolition and remediation project of the South Bay Power Plant (SBPP) that was subject to the California Coastal Commission (CCC) and required a Coastal Development Permit (CDP). Gulsum and her team prepared biological studies as part of the CDP Application. She also provided data review and validation as well as coordination of meetings and consultation with the lead agencies including CCC, San Diego Unified Port District, and the City of Chula Vista.

#### City of San Diego CEOA for the Miramar Clearwell Improvement Project

GEPermit provided environmental consulting and permitting services for the City of San Diego's Miramar Clearwell Improvements Project and supporting Kleinfelder, Inc. (former Simon Wong Engineering) project team. The project proposed several upgrades and expansions including the demolition and construction of clearwells. As a state funded project, CEQA Plus documentation was required as well as an Addendum EIR. GEPermit's primary role was to obtain necessary City of San Diego permits prior to the construction activities. GEPermit successfully completed the City of San Diego DS-510 Public Project Assessment Application and the DS-560 Storm Water Requirements Applicability Checklist for the project. The project required regular consultation and meetings with the City Engineering Department as well as the Development Services Department. The project also required GHG Analysis, biological site assessment, and cultural resources monitoring services as additional task orders.

#### 4.7. Civil Engineer and Experts

#### O'Day Consultants (DVBE)

O'Day Consultants is a full-service civil engineering and land surveying firm with 39 years of experience. They offer comprehensive, client-based, professional civil engineering design, surveying, mapping, and consulting services such as grading and drainage design and storm water compliance. The firm is familiar with the City of San Diego's standards and processes, such as storm water requirements, based on work as both a prime and subconsultant on the As-Needed Transportation Design contracts, As-Needed Civil Engineering contracts, As-Needed Surveying contracts, and several other public works projects.

#### **Experience**

O'Day Consultants has provided services for public works and capital improvement projects for local municipalities such as the City of San Diego. Recent experience includes grading and drainage design to meet City of San Diego and Construction General Permit storm water requirements for the Torrey Pines North Course. Most recently, the firm provided grading and drainage plans, SWPPP preparation, QSP services, and construction surveying for Landscapes Unlimited's upgrades to the Torrey Pines South Course.

# Construction General Permit Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP) and Qualified SWPPP Development (QSD)

O'Day Consultants' staff includes civil engineers and certified QSP/QSD practitioners with extensive experience preparing Storm Water Pollution Prevention Plans.

#### **Proof of QSP/QSD**

QSD and QSP Search Results								
Name	Address	QSD or QSP	Certificate Number	Expire Date	Underlying Certificate	Status		
Hansen, Keith	KEITH HANSEN O'DAY CONSULTANTS 2710 LOKER AVE WEST SUITE 100 CARLSBAD CA 92010 keithwhansen@hotmail.com Map It	QSD and QSP	00181	Dec 19, 20 <b>20</b>	California-registered professional engineer C 60223	Active		

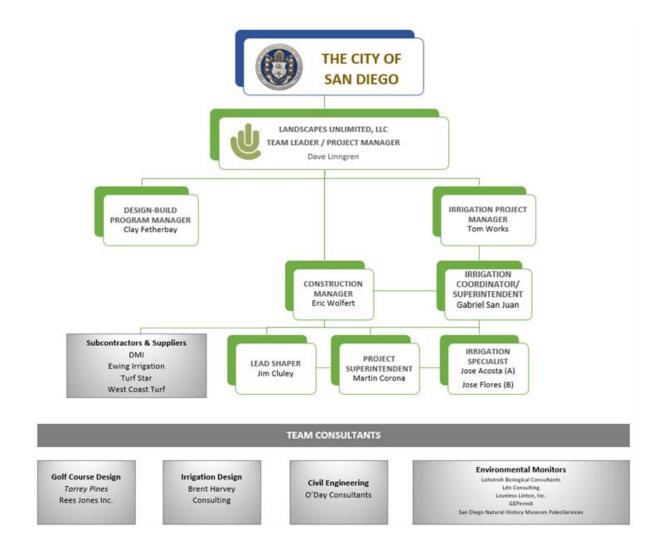




#### **Civil Engineers and Surveyors**

Brian Faraci, PLS (5432) Nichole Fine, PLS (8753) Keith W. Hansen, RCE (60223) George O'Day, PE (32014) Pat O'Day, PE (27214)

#### 4.8. Organizational Chart of Key Members of Project Team



# 5.0 TECHNICAL APPROACH AND CONSTRUCTION PLAN

#### 5.1. Design Coordination

COLLABORATION has been the key ingredient supporting the successes of Landscapes Unlimited's (LU) design/build approach. This collaboration is especially critical during the design phase. The temporary driving range scope has been planned out by the City of San Diego, providing a solid platform upon which to commence design, ensuring that the City's requirements are fully met and incorporated into the final design and installation. Through timely interaction between the City's team and the design/build team, we would establish a meeting schedule and communication protocols to facilitate clear and frequent interaction, input, and direct responses between the design/build team and the City. The process will be documented to promote clarity and ensure concurrence from all stakeholders. Meeting minutes and notes will be recorded, RFIs will be issued and tracked, and City clarifications or changes will be reviewed and integrated into the design process. Our team fully understands that the baseline for all design deliverables will be the RFP directives and any subsequent revisions issued by the City. We will facilitate an environment that encourages frequent and open communication between the key design/build team members and City staff. We are fully committed to achieving the City's goals and will communicate and interact as such throughout all phases.

Our approach to the construction design and installation will be a collaborative effort of all parties to achieve the City's desired goals. As mentioned, open communication between all team members is critical as all options are considered. We will strive to give the client the best possible solution that can be achieved.

Our approach to the irrigation design and installation will depend upon what Golf Operations believes will be the best and most functional solution during the seven-month period. We will review all feasible options with Golf Operations and the irrigation designer to determine which option is best. Options include cutting and capping the mainline that is impacted, installing the mainline line deeper, or abandoning the mainline in place and rerouting it. Lateral lines will also be cut, capped and/or rerouted to ensure that all existing areas receive adequate water. A temporary controller will be utilized to accommodate the new part sprinklers that are installed on the temporary tee surface. Again, we will work closely with the Golf Operations staff as well as our irrigation designer to ensure that the best possible solution is achieved.

#### **5.2.** Construction Approach and Methods

#### 5.2.1. Provide overall approach and methods to tee construction.

#### Phase A – New Temporary Driving Range Tee for the U.S. Open

After the Farmers Insurance Open is complete, the temporary driving range tee will be survey-located by a professional surveyor, and the area to be disturbed will be recorded using GPS survey equipment, creating a record of the existing conditions, grades, and location of irrigation. The tees will be staked and laid out to ensure proper grading and alignment to the landing areas. After staking the tee improvements per plan, each tee will be reviewed and discussed on-site prior to any work, in collaboration with the golf architect, City representative, (typically Golf Operations and Golf Maintenance representatives), the resident engineer, the shaper, the construction manager, and the project superintendent. Alignment, elevation, size, drainage, existing trees, access routes, cut/fill, surrounds, and other relevant existing and planned conditions will be reviewed. The design intent for the tee complex will be clearly communicated at this time by the golf architect to the shaper and will be documented by the construction manager for the project record.

As we developed our approach to this project with Rees Jones, Inc., we discovered we would need to disturb more than one acre to provide a seamless transition from the existing course to the new tee area. Prior to disturbance, storm water BMPs will be installed as directed by the SWPPP plan and the QSP to prevent sediment run off. Any cart traffic control, safety barricades, and/or protection for the public will be installed. All trees and other vegetation that are not to be disturbed will be protected as per City standards and specifications. Biological, acoustical, archaeological, paleontological, and Native American monitors will begin their programs to observe all biological activities, noise monitoring, and excavation monitoring work. As the existing turf and concrete cart path is being removed and hauled to the staging area near the maintenance facility for disposal, irrigation crews will begin salvaging sprinkler heads, existing lateral lines will be cut and capped as needed, and irrigation mainline will be rerouted or lowered as directed from the design phase. Sod and concrete cart path that has been taken to the staging area will be hauled off site with subcontracted trucking companies once the sod and concrete demo has been completed, approximately one week after demo has commenced.

Within the limits of the work, soil will be placed with a bulldozer moving the cut soil into the fill areas to bring them to design grades. The soil will balance within the site, so no import or export is anticipated. Once grades are met, the soil will be shaped into place for functionality as well as aesthetics to meet the design intent. Care will be taken to keep the soil moist during the grading and excavating operations to prevent unwanted dust from impacting players, the clubhouse, or surrounding businesses. After shaping is completed, the irrigation system will be staked out and then reviewed by the City's representative, the resident engineer, the irrigation designer, and the irrigation specialist. Any adjustments needed for functionality will be recorded using the GPS



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equipment. Irrigation will then proceed with installation, utilizing a vibratory plow to install the lateral lines followed by valve and sprinkler head installation. As irrigation is being installed, the teeing surface will be laser graded with a 0.5% slope, utilizing precision tractor-mounted laser equipment to ensure a perfectly flat teeing surface. The surrounds will be finish graded with a grading tractor, bunker rake, and hand work, ensuring all grades tie into the tee surface and the existing surrounds seamlessly, while allowing for adequate drainage and slopes that are accessible for players and maintainable with mowers.

Sod for the tee surface and surrounds will be harvested from North Course fairways 9,10, and 13 and other areas as directed by Golf Operations. Sod will be placed carefully on the tee to prevent gaps and damaged areas, as it is critical to keep a flat teeing surface in order to prepare the tee for use as soon as possible. Once the sod has been placed, the Phase A tee construction will be complete and ready for grow in by the maintenance staff. This work shall be completed no later than March 18, 2021.

#### Phase B – Remove the Temporary Driving Range Tee and Restore Holes 1 and Hole 18

After the U.S. Open is complete, the temporary driving range tee limits of construction will be survey-located using the construction records to create a limit of disturbance for sod removal. Prior to disturbance, storm water BMPs will be installed as directed by the SWPPP plan and the QSP to prevent sediment run off. Any cart traffic control, safety barricades, and/or protection for the public will be installed. All trees and other vegetation that are not to be disturbed will be protected as per City standards and specifications. Biological, acoustical, archaeological, paleontological, and Native American monitors will begin their programs to observe all biological activities, noise monitoring, and excavation monitoring work. Sod will be stripped and disposed of in the same manner as Phase A, hauling it to the staging area near maintenance for disposal. Haul off will be completed by a subcontracted trucking company within one week from the start of sod demolition. The temporary irrigation system will be removed, salvaging components as practical and capping lines as needed.

Once the sod and irrigation have been removed, a dozer will re-grade the entire area using information gathered in Phase A to put the area grading back to its original location. Care will be taken to keep the soil moist during the grading and excavating operations to prevent unwanted dust from impacting players, the clubhouse, or surrounding businesses. After the area has been regraded, it can be reviewed with the City representative, the resident engineer, the shaper, the construction manager, and the project superintendent to approve the accuracy of the grading. Upon approval by the team, the irrigation crew will work to layout the irrigation system, utilizing the GPS location data gathered in Phase A as well as input from Golf Operations to place each component in its final location. LU's irrigation specialist will work closely with Golf Operations and the irrigation designer on any needed adjustments for functionality. Irrigation will then proceed with installation, utilizing a vibratory plow to install the lateral lines followed by valve



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and sprinkler head installation. Any necessary mainline adjustments will also be made. Once the irrigation is complete, the concrete cart path will be poured in its original location and backfilled. The remaining area impacted by the temporary tee construction will be finish graded with a grading tractor, bunker rake, and hand work, making sure that grades tie into the existing surrounds seamlessly, while allowing for adequate drainage and slopes that are accessible for players and maintainable with mowers.

Sod for this area will be harvested from North Course fairways 9,10, and 13 and other areas as directed by Golf Operations. Sod will again be placed carefully on the tee to prevent gaps and damaged areas and to enable use as soon as possible. Once the sod has been placed, the restoration will be complete. This work shall be completed no later than August 31, 2021.

During the entire construction process for Phase A and B, care will be taken not to damage surrounding turf areas or cart paths. Rubber-tired equipment will have turf tires mounted to prevent turf damage while moving through the course. In addition to turf tires, plywood will be used for areas that are soft or require multiple trips with rubber-tired equipment. Equipment that has steel tracks will be moved through the site utilizing plywood or tires. This will ensure that there is little to no damage to the existing turfgrass and cart paths.

Management of Phase A and B will consist of the following key personnel: Team Leader/Project Manager to provide general project oversight of project budget, schedule, personnel, design, resource planning, logistics, contract requirements; Irrigation Project Manager and Irrigation Coordinator to provide general oversight for the successful installation of the irrigation system in accordance with the design, budget, and schedule; Design/Build Program Manager to provide oversight of the value engineering, quality management, project budgets, permitting, scheduling, cost controls, and contract administration for the project; Construction Manager to focus on assisting the Project Superintendent and Irrigation Specialist with the daily data collection, daily reporting, tracking, schedule management and updates, verification, testing, monitor management, and as-builts, as well as serving as the Site Safety Officer; Project Superintendent and Irrigation Specialist, who are responsible for the on-site management of the construction project including collaborating with all team members, conveying the design plans to the construction crews, subcontractors, and shaper, managing quality control, coordinating field construction with environmental monitors, sequencing, and acting as the primary point of contact for the City regarding day-to-day field operations.

# **5.2.2.** Explain backup strategies the Design Builder intends to employ should rock and/or hard soils be encountered.

During the pre-construction phase, we will fully investigate the temporary tee area, potholing the work area to determine where rock and/or hard soils may be encountered. To assist with the



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management of any rock and/or hard soils that we do encounter, we will utilize a backhoe with breaker for mainline installation and a 90 HP rock wheel trencher with turf tires for lateral piping, as needed. Any unsuitable rock material generated from this operation will be hauled to the staging area and removed from the site. There will also be a 12,000 lb. excavator with hydraulic hammer available if rock is encountered when grading the tee area. Any rock areas discovered would be over-excavated and material that could not be used in subgrades would be hauled to the staging area and removed from the site. The remaining suitable material would be used to build a subgrade for the tee and capped with clean soil generated within the area of disturbance or from off site.

#### **5.3. Plan for Phasing of Construction Activities**

5.3.1. The City will establish temporary green for the 18th hole and temporary tee box for 1st hole. Explain how the driving range work will be performed such that all (18) holes shall remain operational at all times.

With the City placing a temporary tee and green for the 1<sup>st</sup> tee and 18<sup>th</sup> green, the construction of the temporary range tee will be out of play, and Holes 1 and 18 can remain open at a reduced length. Landscapes Unlimited will provide safety barriers and traffic control as required to keep golf cart traffic moving safely around construction activities. During the design phase of the project, we will review the impact of construction and plan safety controls as needed for the public. All construction activities and equipment will be kept in the area of disturbance. With careful planning, every effort will be made to keep disruption to a minimum and construction traffic reduced throughout the duration of the project.

5.3.2. Alternatively, the City will evaluate alternatives to this approach above provided it logically provides a better design and construction solution. Review team will evaluate both approaches and score the better solution.

We feel that the phasing of construction activities discussed in 5.3.1 is the best solution for this project.

**5.4.** Proposed Construction Schedule – Describe the Design-Builder's resource management of the work inclusive of staffing and work hours.

Our staffing for both Phases A and B will remain the same, utilizing a crew of between 15 to 20 tenders, laborers, operators, monitors, subcontractors, and supervisors to complete the work by the schedule deadlines for each phase. These crews will be scheduled to work 8 to 10 hours per day, 5 days per week. Crew sizes will be adjusted as needed based on the conditions and progress of the work. Overtime may be worked if required to accommodate schedule goals.



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5.4.1. Provide a schedule that shows the tasks, resources (number of crews), and crew work hours projected to complete the work.

#### **SCHEDULE**

LU believes that the construction phase sequencing and CPM scheduling are some of the most critical project control documents. A master CPM schedule showing all of the major activities during planning, design, permitting, procurement, and construction will be prepared for this project and will reflect the intended scope of work for all phases.

During the pre-construction phase, the schedule will be used to ensure that the entire team is aware of milestones that need to be met in order for construction to commence on-time. Once the project schedule is developed, it will be continuously updated throughout all phases to track progress against the established milestones. That progress will be communicated through frequent progress meetings to provide a clear snapshot of the project schedule at any given time.

The sequence of work will be critical to the successful execution of the project and to meet schedule expectations. Some operations will run concurrently and will utilize multiple crews. As mentioned above, we will have a crew of 15-20 people and will adjust as needed to ensure all schedule requirements are met. Please review our schedule in **Appendix B** for more details on tasks and duration.

**5.4.2.** Backup strategies the Design -Builder intends to employ should rock and/or hard soils be encountered.

See 5.2.2.

5.4.3. Explain all measures intended to be employed to complete the driving range project on time. Installation of all sod for the temporary driving range must be completed by March 18, 2021.

There are several key tools we utilize to ensure the project achieves the schedule milestones and meets the completion deadlines. These include but are not limited to:

- Experienced, cross-trained management and staff as discussed throughout our proposal. We
  will ensure that on-site supervisors can provide strong management and organization, and that
  crew members can work efficiently, with flexibility, to meet the rigid daily production
  requirements.
- Utilization of multiple crews, working concurrently on multiple tasks. This will facilitate the number of tasks that can be completed on a daily basis.
- Utilization of Critical Path Method scheduling (CPM) managed and coordinated by our Construction Manager (CM), discussed below.



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- Utilization of our Master Tracking Program discussed below.
- Utilization of Landscapes Unlimited's local and regional personnel resources for schedule impact work-around solutions. If the schedule slips for reasons we cannot predict, our strong local and regional presence has the capability of sending in additional experienced personnel to assist.

#### **Critical Path Method Schedule**

As a primary project management tool, a Critical Path Method (CPM) schedule showing all of the major activities during the planning, design, permitting, procurement, and construction will be prepared as one of the first tasks. We have already developed the first version of the CPM schedule to verify the validity of our proposal approach to complete this project on schedule. A partial view of this schedule is included in **Appendix B.** Upon award, the schedule will be further refined and expanded to include multiple sub-tasks. The schedule will reflect the scope of work and milestones for all phases, pre-construction through completion. During pre-construction and design, the schedule will be used to ensure that the entire team is aware of deadlines that need to be met to start construction on-time. Once the project schedule is developed, it will be maintained and updated throughout the planning, design, and construction phases to track progress against the established baselines. Due to the overall time constraints, the sequence of work will be vital to the successful execution of the project. Many operations will run concurrently (construction and irrigation). The backdrop of our project approach is our experience working at similar projects with numerous but interdependent construction elements, some being constructed concurrently, some requiring sequential construction phases, with all completing on the same "in-service" date.

Critical to meeting the interdependent schedule objectives will be the early identification of schedule constraints and developing "work-around" solutions to prevent these activities from having adverse effects. We utilize daily production data (discussed below) to track production versus the schedule. Trends affecting schedule milestones are detected early, and work-around programming is timely. Through total logistical control of the site, frequent progress meetings, and continuous updating of the project schedule, the LU design/build team will have a clear lookahead snapshot of the project at all times.

#### **Master Tracking Program**

As a contractor, LU typically self-performs most of the golf course construction and irrigation scope. As such, we have developed proprietary 'in-house" tracking specific to golf and golf related construction. This gives us the flexibility to customize construction-phase tracking to the idiosyncrasies of each project, at the task and sub-task level, with the ability to see real time production trends. This level of tracking allows us to be proactive to those trends, positive and negative, rather than reactive to problems after they manifest. LU's control systems allow multiple interdependent components to be tracked daily.



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Our tracking starts with the daily crew worksheets. These worksheets provide the breakdown of the crews, their hours, tasks performed, and any quantities or materials they have installed. This information is verified and input into the daily report. We program this daily report to immediately identify whether or not each crew has met the production goals, allowing us to have an early, proactive response to a negative trend.

The daily report data is then entered into our Master Tracking Program. Each of the inputs immediately reflect changes to the following: actual hours used, projected hours to be used, productivity, actual quantities, and projected quantities. These inputs are reviewed daily by the construction manager and project superintendent, and any schedule adjustments determined from the data are input into the schedule. Summarized reports can also be shared with the client, so they are aware of any trends. From the time the information is gathered at the crew level to the time it is back in the hands of our project superintendent is typically 2-4 hours. Our CPM schedule and Master Tracking Program give us the ability and flexibility to look at a project from the top down as well as making "real time" evaluations and decisions from the field, adjusting crews and equipment on the fly. We have used this model very successfully on past projects. Through consistent, early, accurate and detailed tracking, our system ensures confidence that the project is on schedule.

Regarding the elements that are subcontracted, we require our subcontractors to provide us daily reports with enough detail to identify similar trends, as well as potential cost and schedule impacts. This subcontractor information is also input into the master schedule tracking system and the schedule, allowing for almost real-time review of job status, opportunities, and constraints. This comprehensive forward look is essential to keeping all interdependent elements of a complex program on track for an on-time completion.

#### **Construction Manager**

Eric Wolfert will be the Construction Manager (CM) for this project, following up his successful execution in this role for the South Course in 2019. The CM's focus and responsibility will be to administer and coordinate the submittal, distribution, response, tracking, and proper documentation of all deliverables between the design/build team members, the City and regulatory/permitting authorities in a timely and accurate manner. He will meet multiple interdependent deadlines within a complex project delivery framework.

The CM will be skilled in coordinating and interfacing with the project's technical resources and requirements and will have extensive knowledge of working within the processes, procedures, and expectations of the City and various regulatory authorities. Achieving design and permitting milestones and staying in compliance with all reporting and monitoring is essential to the on-time completion. We view this position as our "traffic coordinator", ensuring timely workflow and communication between all parties and agencies throughout the project duration. We strongly





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believe that this role is critical to our schedule success and is another differentiator in our execution plan.

**5.4.4.** Measures intended to be employed to complete the storm drain repair project on time.

This is no longer applicable as the storm drain repair was removed from the scope when this RFP was re-issued.

5.5. Environmental Efforts – Describe the Design-Builders coordination efforts respective to Environmental monitoring (if needed) during construction, Dust Control and Storm Water Pollution Prevention Plan.

The MND included in the bridging documents sets forth the environmental monitoring requirements for the project. Our proposal includes biological, acoustical, paleontological, archaeological, and Native American monitoring to meet the requirements of the MND. As mentioned, this team of environmental specialists worked with us on the Torrey Pines South Course in 2019 and are very familiar with what is required for this site and this scope of work. Concerning dust control, Landscapes Unlimited will pre-water the disturbance area to minimize dust. Additionally, a water tank with hose would be available should any dust control be required for this project; however, based on the scope and location on the course, we do not anticipate that dust control will be needed.

After reviewing the temporary tee footprint and the scope of work, Landscapes Unlimited and Rees Jones feel that it will be necessary to disturb more than one acre in order to ensure a seamless transition as we tie the temporary tee into the existing grades. O'Day Consulting will prepare a Stormwater Pollution Prevention Plan (SWPPP) that will comply with all stormwater discharge requirements mandated by the City of San Diego and the States General Permit and will also provide QSP services. The site specific SWPPP will describe all the construction site operators' activities to prevent stormwater contamination, control sedimentation and erosion, and to comply with the requirements of the Clean Water Act. O'Day Consulting will install all BMPs requested by the QSP and required by the SWPPP. The QSP employed will provide monitoring of the stormwater BMPs, inspection as well as reporting into the state's system, and notice of termination to the state.

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#### 5.6 Traffic Control Management/Public Safety/Maintain Golf Operations

# 5.6.1. Public safety and traffic control measures Design Builder intends to employ for the project.

We anticipate that our scope of work will have minimal effect on area traffic flow. The majority of the traffic outside of the work area will occur when we remove sod material stripped from the area of disturbance and then bring new sod in to complete the work area from locations within the North Course.

Phase A and B sod and concrete disposal will utilize tractors with dump trailers and/or Wacker dumpers to haul sod to the staging area near the maintenance facility. This operation will utilize pathways between the work site and the staging area below the maintenance facility. Off-site disposal will be performed by tractor-trailer trucks accessing the staging area below maintenance through the maintenance facility entrance. This will primarily occur at the beginning of each phase and areas impacted will contain traffic control/barriers as needed. Speeds will be reduced around golf play.

New sod needed for the temporary range tee in Phase A and the restoration of the temporary tee area in Phase B will come from multiple locations on the North Course. Sod will be hauled utilizing small forklifts and golf carts, being mindful of players and staff at all times. Traffic control/barriers will be utilized as required. This operation will occur for a short period at the end of each phase of work.

We will work with the City prior to the commencement of the project to ensure that we are complying with Section 600 Access in the White Book as well as any necessary community outreach services that will be required. GEPermit will manage any required formal public outreach. We will utilize highly experienced and reputable trucking companies who are well versed in San Diego trucking and traffic regulations and requirements. We will work closely with these subcontractors and all of our suppliers to schedule deliveries and to minimize congestion at the job site, staggering delivery times.

# 5.6.2. Design/Builder's plan to travel with heavy equipment between staging areas and project sites while golf course open to the public and operationally maintained by Golf Staff

As a part of a pre-construction site inspection with the Resident Engineer and Golf Operations, Landscapes Unlimited will determine a haul route for materials and heavy equipment that will be agreed to and recorded for both Phase A and B. There is a limited amount of material that will need to be imported, keeping traffic to a minimum.



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Our crews will be instructed on the proper path of travel while on the golf course. Cart paths from Holes 1 and 18 to the staging area near maintenance would be used the most for sod removal in the early stages of both phases. During sod installation at the end of both phases, LU will use a variety of cart paths to haul sod from the North Course to the temporary range tee area as directed by Golf Operations. Heavy and tracked equipment moving onto the construction area will be moved with care to the turf and cart path utilizing plywood, old tires, and other proven means to protect the golf course.

We will communicate daily with Golf Operations concerning what construction activities are occurring on what days, what areas will be affected by the construction, and any material or construction equipment that would be moving on site. Appropriate warning signs, flagmen, barricades, construction lathe and ribbon, netting, and safety devices will be placed to warn and protect the public and the staff. Our crews understand that safety is of the utmost importance, as is the playability of the course. Our crews will also do their best to minimize noise, disruption, and distractions to golfers, and will be respectful of golf etiquette as well.

### 5.6.3. Use of personal motor vehicles on the course is not allowed; carts are to be employed.

We will honor a "no personal vehicle" policy throughout the job site. We will utilize turf and golf course friendly equipment whenever possible. All equipment with rubber tires will have turf tires, and we will utilize turf-friendly trailers and dump buggies as well. When steel track equipment travels the course, we will use plywood or tires to protect turf as needed. Our localized concentrated sequence of construction will also minimize and restrict the travel of all our equipment.

5.6.4. Proposed measures to demonstrate how coordination with golf operations will ensure that the golf course will not be significantly impacted during construction. Provide two references for recent renovation projects that were constructed while the course remained open.

We have extensive experience working on golf courses that remain open throughout the construction. Our references can speak to the importance we place on communicating with the golf course superintendent and staff, on a daily basis, and the measures we take to keep the public updated (typically in collaboration with the golf operations staff) regarding the impacts of the construction on the course. By providing accurate, updated and timely notifications throughout the duration of the project, we will communicate impacts in advance. We will take appropriate steps (signage, portable driving range netting, barricades, construction lathe and ribbon, etc.) to keep the staff and golfers informed and safe while keeping the course open for play.





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Our project superintendent will meet with the construction manager and Golf Operations staff to discuss each day's construction plan the day prior, to assure that all traffic, public safety, and maintenance operation issues are discussed, and an appropriate plan of action is in place and has approval. We will utilize a map and a white board with detailed daily tasks that mirrors our execution plan and disseminate written communication with all parties to assure an understanding of the day-to-day course impacts. We will update this information daily and share with our construction staff at our crew start-up meeting each morning. In addition, an important agenda item in the weekly meetings will be the schedule look-ahead for the coming week, two-weeks, and month.

### References for recent projects that were constructed while the course remained open

#### **Torrey Pines South Course Renovation**

Contact: Rich McIntosh, Golf Course Superintendent

858-452-3226

#### **CC** of Lincoln

Contact: Ryan Krings, Golf Course Superintendent

402-423-4415

# LANDSCAPES UNLIMITED PROVIDING CUSTOMIZED SOLUTIONS FOR THE GOLF & RECREATION INDUSTRY Golf Construction | Golf Renovation | Golf Management | Irrigation & Infrastructure

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# **APPENDIX A**

# **WORKFORCE EOC BB05 FORM**



# EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 · San Diego, CA 92101 Phone: (619) 236-6000 • Fax: (619) 236-5904

# WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

			MS WILL BE ACCEP OR IDENTIFICATION			
Type of Contractor:	□ Consultant	□ Grant Recip	pplier □ Financial I pient □ Insurance			ssee/Lessor her
Name of Company:	Landscapes Un	limited, LLC				
ADA/DBA:	N/A					
Address (Corporate Head	quarters, where app	olicable): <b>1201</b>	Aries Dr			
<sub>City:</sub> Lincoln		County: Lanca	ster	_ State:	NE	Zip:_ <b>68512</b>
Telephone Number:	402-423-6653		Fax Number:	402-423	3-4487	
Name of Company CEO:	John Pugli	ese				
Address(es), phone and f			ted in San Diego County	(if differen	t from above):	:
Address: N/A						
City: N/A		County: N/A		State: N	I/A	Zip:_ <b>N/A</b>
Telephone Number:	N/A	Fax Number:	N/A	_ Email: _	N/A	
Type of Business:	Golf Course Cor	struction	Type of License:	Contrac	ctor - A, B, C	C-27
The Company has appoir						
As its Equal Employment	Opportunity Office	r (EEOO). The EEOO	has been given authorit	y to establis	h, disseminate	e and enforce equal
employment and affirma	tive action policies	of this company. Th	ne EEOO may be contacte	ed at:		
Address: 1201 Aries	<u>Dr, Lincoln NE 6</u>	8512				
Telephone Number:	402-423-6653	Fax Number:	402-423-4487	Email: _	kfink@land	scapesunlimited.co
		☐ One San Diego	County (or Most L	ocal Cour	ity) Work F	orce - Mandatory
	Ī	☐ Branch Work	Force *			
	1	Managing Off	ice Work Force			
		Check the box abo	ve that applies to this W	VFR.		
*Submit a separa	ate Work Force Ren	ort for all participat	ina branches, Combine	WFRs if mo	re than one br	anch per county

I, the undersigned representative of Landscapes Unlimited, LLC (Firm Name) Nebraska Lancaster hereby certify that information provided (County) (State) herein is true and correct. This document was executed on this 23rd day of October , 20. 20 Roy Wilson

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2														
NAME OF FIRM: Landscapes Unlimited, LLC											DATE: <u>10-23-2020</u>			
DFFICE(S) or BRANCH(ES): 1201 Aries Dr, Lincoln, NE 68512 COUNTY:											Lanca			
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Definitions of the race and ethnici	ity cate	gories	can be j	found o	n Page	4								
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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														<u> </u>
Professional														<u> </u>
A&E, Science, Computer														
Technical														<u> </u>
Sales				   		 								<u> </u>
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Non-Profit Organizations Only:														
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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons									<u> </u>	<u> </u>				
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
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Submitted by the Design/Build Team of Landscapes Unlimited

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# **DETAILED SCHEDULE**

