

City of San Diego

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P. Bowden / A. James / mlw

REQUEST FOR QUALIFICATIONS DOCUMENTS (Step 1 of 2)



FOR MULTIPLE AWARD DESIGN-BUILD CONTRACTS (MACC) FOR GOLF COURSE IMPROVEMENT PROJECTS

RFQ NO.: _____ K-17-1558-MAC-3-C
SAP NO. (WBS/IO/CC): _____ B-17063
CLIENT DEPARTMENT: _____ 1714
COUNCIL DISTRICT: _____ 1
PROJECT TYPE: _____ EA

THIS PROJECT IS SUBJECT TO THE FOLLOWING:

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

STATEMENTS OF QUALIFICATIONS (SOQs) DUE:

12:00 NOON
MARCH 2, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST

REQUEST FOR QUALIFICATIONS

TABLE OF CONTENTS

| SECTION | PAGE NUMBER |
|--|-------------|
| 1. INTRODUCTION..... | 3 |
| 2. EQUAL OPPORTUNITY CONTRACTING PROGRAM PROVISIONS..... | 6 |
| 3. ESTIMATED PROJECT COST | 6 |
| 4. PROJECT DESCRIPTION | 7 |
| 5. PROJECT SCHEDULE..... | 7 |
| 6. STATEMENT OF QUALIFICATIONS REQUIREMENTS..... | 7 |
| 7. PROCUREMENT PROCESS | 8 |
| 8. PRE-SUBMITTAL ACTIVITIES | 8 |
| 9. ADDITIONAL TERMS AND CONDITIONS..... | 10 |
| ATTACHMENTS | |
| A. Project Background, Sample Task Order, and Scope of Work..... | 12 |
| B. Submittal Requirements and Evaluation Criteria | 14 |
| C. Certification of Exceptions to the Request for Qualifications | 23 |
| D. Forms..... | 25 |

1. INTRODUCTION

- 1.1 PURPOSE:** The City of San Diego (City) is requesting Statements of Qualifications (SOQ) for Multiple Award Design-Build Contracts, also known as Multiple Award Construction Contracts (MACC), pursuant to §22.3310 of the San Diego Municipal Code. This is a solicitation for golf course (Projects) by means of indefinite delivery indefinite quantity (IDIQ) multiple award construction contract.
- 1.2 NUMBER OF CONTRACTS TO BE AWARDED:** This Request for Qualifications (RFQ) is the first step in the procurement process for the award of multiple Design-Build projects. Upon completion of the RFQ phase, the City in its sole discretion may award no less than **2** and no more than **3** contracts to the firms deemed most highly qualified based upon the RFQ Criteria.
- 1.3** The City will not reimburse Design-Builders for costs incurred in the preparation, submittal and participation in the RFQ process.
- 1.4** This RFQ does not commit the City to award a contract, or to procure or contract for work.
- 1.5 SUMMARY OF WORK:** The City is seeking to acquire Design-Build services for Design-Build projects to include design and construction, alteration, and repair to the City's golf courses. Work and Services required of the Design-Builder will include design, construction, and startup of the Project. The Design-Builder shall provide all management, supervision, labor, services, temporary facility, equipment, tools, supplies, and any other item needed to complete the design and construction, as described in Attachment A.
- 1.6 PERFORMANCE PERIOD:** The performance period for each contract awarded will include an initial base period of 1 year with two additional 1 year option periods for a total performance period of three (3) years.
- 1.7 FORMAT RECEIPT AND OPENING OF SOQs:** SOQs will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 1.8 SUBMITTERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic proposal.
- 1.9** 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.

- 1.10** Upon entry of their SOQ, the system will ensure that all required fields are entered. **The system will not accept an SOQ 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.
- 1.11 SOQs REMAIN SEALED UNTIL DUE DATE AND TIME.** Electronic submissions 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. SOQs 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.
- 1.12 SOQs 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.
- 1.13 RECAPITULATION OF THE WORK.** SOQs shall not contain any recapitulation of the Work. Conditional SOQs may be rejected as being non-responsive. Alternative SOQs will not be considered unless called for.
- 1.14 SOQs MAY BE WITHDRAWN** by the Submitter prior to, but not after, the time set as Due Date and Time.
- 1.14.1 Important Note:** Submission of the electronic SOQ 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 SOQs are received on time by the City's eBidding system. The City of San Diego is not responsible for SOQs that do not arrive by the required date and time.
- 1.15 ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the due date to ensure availability.
- 1.16 ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT**
- 1.16.1** The submitter, by submitting its electronic SOQ, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

1.16.2 The submitter, by submitting their electronic SOQ, 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 SOQ are true and correct.

1.17 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

1.17.1 **Prior** to the Award of a Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>

1.17.2 The City may not award a 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

1.18 SOQs ARE PUBLIC RECORD: Upon receipt by the City, SOQs 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 SOQ. General references to sections of the California Public Records Act (PRA) will not suffice. If the Design-Builder does not provide supply 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 Design-Builder will hold the City harmless for release of this information.

1.19 PUBLIC DISCLOSURE: Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Design-Builder's desiring to release information to the public, shall receive prior written approval from the City.

1.20 CONFLICT OF INTEREST: Any architectural firms, engineering firms, specialty consultants, or individuals previously retained by the City to assist in drafting the Project's preliminary design, General Development Plan or Drawings shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents or other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2. EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) PROVISIONS

2.1 The City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have and are able to demonstrate the same level of commitment.

2.2 The Design-Builders are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer subcontracting opportunities to all eligible Subcontractors. The Design-Builder shall comply with requirements of San Diego Municipal Code §§ 22.2701 through 22.2708, Equal Employment Opportunity Outreach Program (EEO Program).

2.3 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM

2.3.1 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:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.

2.3.2 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.prismscompliance.com/etc/vendortutorials.htm>

2.3.3 The City may retain progress payments if:

2.3.3.1 The non-registered Design-Builder, Subcontractors, or Suppliers fail to register,

2.3.3.2 EOCP reporting is delinquent or inadequate, or

2.3.3.3 Underpayment has occurred.

2.4 For additional Equal Opportunity Contracting Program requirements see the 2015 Whitebook.

3. **ESTIMATED PROJECT COST:** The cumulative value of all contracts awarded through this solicitation will not exceed **\$14,000,000** for the total performance period (i.e., base period plus all options).

3.1 The minimum Task Order guaranteed is \$5000 per Contract over the full term of the Contract, including any options. To receive the minimum guarantee, the Design-Builder must have submitted responsive Proposals to all RFPs in the first year of this contract, and not have been awarded any Task Orders. Typical projects will have an estimated construction cost between **\$500,000 and \$9,500,000**.

4. PROJECT DESCRIPTION: See Attachment A.

5. PROJECT SCHEDULE

5.1 The following milestones are provided for reference only. All dates are tentative and are subject to change.

| | | |
|--------------|---|-------------------|
| 5.1.1 | Pre-submittal Meeting | February 16, 2017 |
| 5.1.2 | SOQ due date | March 2, 2017 |
| 5.1.3 | Shortlist Finalists | March 14, 2017 |
| 5.1.4 | Selection and Notification | April 27, 2017 |
| 5.1.5 | Receipt of Bonds and Insurance Certifications | July 20, 2017 |
| 5.1.6 | Notice to Proceed | September 1, 2017 |
| 5.1.7 | Mandatory Outreach Meeting | TBD |

6. STATEMENT OF QUALIFICATIONS REQUIREMENTS

6.1 GENERAL

6.1.1 Design-Builders interested in participating on this MACC as a Prime Contractor shall be pre-qualified.

6.1.1.1 All Design-Builder applicants must submit a complete prequalification application online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to the SOQ due date and time. Complete information and links to the online prequalification application are available at:

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

6.1.1.2 For additional information or the answer to questions about the prequalification program, contact David Stucky at (619) 533-3474 or dstucky@sandiego.gov.

6.1.1.3 Due to the City's fiduciary requirement to safeguard vendor data, 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™](#).

6.1.2 The City desires to receive SOQs only from qualified and experienced Design-Builders who demonstrate significant knowledge of Design-Build construction projects, extensive experience and successful performance on public works infrastructure projects of comparable size and scope.

6.1.3 All Design-Builders must be prequalified under the City's Pre-Qualification Program for a minimum \$14,000,000. Prequalification status for all Design-Builders must be maintained for the term of the MACC.

7. PROCUREMENT PROCESS

- 7.1** All properly licensed and pre-qualified Design-Builders will be evaluated and ranked based on past performance, experience and technical qualifications in accordance with Attachment B. No less than **2** and no more than **3** contracts of the highest ranked Design-Builders will be selected and awarded a contract.
- 7.2** For future Design-Build Projects during the term of this MACC, the City will solicit Proposals from all the Design-Builders who receive contracts resulting from this RFQ.
- 7.3** Architectural firms, engineering firms, consultants, or individuals retained by the City to assist in drafting any portion of the Public Utilities Department's Master Plan, and any other document that was not prepared specifically for this Contract are eligible to participate in the competition with any Design-Builders bidding for the Project.
- 7.4** Architectural firms, engineering firms, consultants, or individuals retained by the City to assist in drafting the RFQ, RFP, or the Project's preliminary design are not eligible to participate in the competition with any Contractor bidding for the Project.
- 7.5** The following steps are included in the City's MACC procurement process:
 - 7.5.1** RFQ is issued by the City.
 - 7.5.2** Design-Builders submit SOQs.
 - 7.5.3** The City selects no less than **2** and no more than **3** firms determined to be most qualified for a MACC award under this solicitation, and submits the list to the Mayor and City Council for approval.
 - 7.5.4** RFPs for any future MACC tasks shall be issued to the selected Design Builders by the City as needed.

8. PRE-SUBMITTAL ACTIVITIES

- 8.1** SUBMISSION OF QUESTIONS:
 - 8.1.1** The Director (or Designee) of Public Works Department is the officer responsible for responding to questions and opening, examining, and evaluating the SOQs 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:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Contract Specialist listed on the front cover of this RFQ.

Or:

To the email address of the Contract Specialist listed on the front cover of this RFQ.

- 8.1.2** Questions received less than 14 Days prior to the Statement of Qualifications due date may not be considered.
- 8.1.3** Clarifications 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.
- 8.1.4** 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.

8.2 PRE-SUBMITTAL MEETING

- 8.2.1 Pre-Submittal Meeting:** Design-Builders wishing to submit an SOQ are **required** to attend the Pre-Submittal Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. **Failure to attend the Mandatory Pre-Submittal Meeting may result in the Design-Builder's SOQ being deemed non-responsive.** The Pre-Submittal meeting is scheduled as follows:

Date: February 16, 2017
Time: 10:00 AM
Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101
(Large Conf. Rm)

Attendance at the Pre-Submittal Meeting will be evidenced by the Design-Builder's representative's signature on the attendance roster. It is the responsibility of the Design-Builder's representative to complete and sign the attendance roster.

Design-Builders may not be admitted after the specified start time of the mandatory pre-submittal meeting.

- 8.2.2** To request a copy of the agenda in an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the Pre-Submittal Meeting to ensure availability.

- 8.3 REVISIONS TO THE RFQ:** Any changes to the Contract Documents through addendum are made effective as though originally issued with the solicitation. The

Design-Builders shall acknowledge the receipt of any Addenda at the time of SOQ submission.

9. ADDITIONAL TERMS AND CONDITIONS

9.1 CITY'S RIGHT TO CANCEL: City reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFQ, all potential Design-Builders will be notified in writing by the City.

9.2 ALLOCATION OF RISK:

9.2.1 The selected MACC Design-Builders shall indemnify and hold harmless the City for claims, suits, losses or damages arising out of the negligent acts, errors, or omissions of the Design-Builder, Subcontractors, or Subcontractors attributable to the design effort.

9.3 PRE-DESIGN AND DESIGN REPORTS: The Design Builder's proposal shall ultimately serve as the Pre-Design Report. If there is a change in design from what was originally submitted as the Design Builder's Proposal, a Design Report shall be required.

9.4 PREVAILING WAGE RATES: Prevailing wage rates will apply to this contract.

ATTACHMENTS

ATTACHMENT A
PROJECT BACKGROUND, SAMPLE TASK ORDERS, AND SCOPE OF WORK

Project Background, Sample Task Orders, and Scope of Work

1. **Background:** A Design-Build MACC for design and construction, alteration, and repair to the City's golf course facilities in the City. Work and Services required of the Design-Builder will include design, construction, and startup of the Project. The Design-Builder shall provide all management, supervision, labor, services, temporary facility, equipment, tools, supplies, and any other item of every kind and description required for the complete design, construction, and start-up of the Project.

2. **Sample Task Orders and Scope of Work:**

2.1 **Golf Course Improvements, B17063**

New irrigation system, drainage improvements including re-contouring of grades for surface flow and installation of drainage sumps with underground piping), rehabilitation of the existing bunkers, addition of up to ten new bunkers, minor cart path replacement/addition, addition of up to five new tees and leveling of existing tees. Includes the installation of a temporary turfed driving range tee box on the north course across holes 1 and 18.

2.1.1 **Additional Requirements:**

- Work on the primary playing surfaces to be done by June 2019
- Construction moratorium between October 15 – February 28
- Golf course to stay open and play to continue during all normal working hours.
- Cannot work on more than 2 holes at one time.

2.1.2 **Design/Construction Cost Estimate:** The City's estimated construction cost for this task order is \$6,000,000.

3. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid, appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) may render the Bid as **non-responsive** and ineligible for award.

3.1 The City has determined that the following licensing classification(s) are required for this contract:

| Option | Classification(s) |
|--------|-------------------|
| 1 | CLASS A |
| 2 | CLASS C27 |

3.2. The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.

ATTACHMENT B
SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

ATTACHMENT B

SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS

- 1.1. The SOQ shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The SOQ shall be limited to 25 one-sided pages (8 1/2 x 11) - exclusive of resumes, graphics, forms, pictures, photographs, dividers and front/back cover - that address the RFQ requirements. 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 RFQ as per Attachment B, Submittal Requirements and Selection Criteria. Any SOQ that does not comply with these formatting standards may not be considered.
- 1.2. Documentation required by Attachment B, Section 9, Subcontractor Documentation, shall be in addition to the page limit stated above.
- 1.3. SOQs shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 1.4. SOQs shall be received no later than the time and place specified on the cover of this RFQ. SOQs and related materials received after the date and time specified above may not be considered.
- 1.5. Failure to comply with the requirements of this RFQ may result in disqualification.
- 1.6. SOQs submitted in response to this RFQ shall be in the following order and shall include:
 - 1.6.1. Exceptions to this RFQ.
 - 1.6.2. Executive Summary.
 - 1.6.3. Experience and Technical Competence.
 - 1.6.4. Proposed Method to Accomplish the Work.
 - 1.6.5. Knowledge and Understanding of Local Environment.
 - 1.6.6. Project Organization and Key Personnel
 - 1.6.7. Equal Employment and Contracting Information.
 - 1.6.8. Financial Information and Arrangements.
 - 1.6.9. Change Order and Litigation History.

SOQs that do not contain the aforementioned components may not be considered.

2. EVALUATION CRITERIA

- 2.1.** Addenda to this RFQ: The Design-Builder is to confirm in its SOQ the receipt of all addenda issued to this RFQ. Failure to acknowledge all addenda issued may result in the SOQ being considered non-responsive and ineligible for further consideration.
- 2.1.1.** The Design-Builder is not required to include copies of the actual addenda in its SOQ.
- 2.2.** Identification of the Design-Builder: Failure to provide the Identification of the Design-Builder may result in the SOQ being considered non-responsive and ineligible for further consideration.
- 2.2.1.** Legal name and address of company.
- 2.2.2.** Legal form of company (partnership, corporation, joint venture, etc.). If joint venture identify the members of the joint venture and provide all information required under this section for each member.
- 2.2.3.** Year of establishment of entity.
- 2.2.4.** If company is subsidiary of a parent company, identify the parent company.
- 2.2.5.** Address of main office.
- 2.2.6.** Address of San Diego satellite office if applicable.
- 2.2.7.** Contact information for firm, including name, title, email address and telephone number.
- 2.2.8.** Number of employees in San Diego County.
- 2.2.9.** Applicable License(s):
- 2.2.9.1.** City of San Diego Business License Number, including expiration date.
- 2.2.9.2.** State Contractor's License Number, including expiration date and all classifications.
- 2.2.9.3.** Professional Engineering/Architect License Number, including expiration date.
- 2.2.10.** Name, title, address and telephone number of person to contact concerning the SOQ.
- 2.3.** **Exceptions to this RFQ (PASS/FAIL)**. The Design-Builder shall certify that it takes no exceptions to this RFQ and its attachments by signing and submitting with its SOQ the Certification of Exceptions to the Request for Qualifications. If the Design-Builder

does take exception to any portion of the RFQ, the specific portion of the RFQ to which exception is taken shall be submitted to the City in writing prior to the Pre-submittal Meeting. Although the "Exceptions to the RFQ" is an evaluation criterion, an exception may be determined by the City to be of such a material nature that such exception may cause the SOQ to be considered non-responsive.

2.4. Executive Summary (5 Points Max.)

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

2.5. Experience and Technical Competence (50 Points Max.)

2.5.1. The Design-Builder shall provide a detailed, hole by hole, written and/or graphic description of the proposed additional items, if any, to be completed on the north course that meet the goals and intent of the GDP. Proposed additional items could include, but are not limited to, routing changes, hole relocations, fairway grading, relocation of green bunkers, tee box relocations, turf reduction, tree additions, etc. Describe all work necessary to accommodate these additions. **(36 Points Max. or 2 Points per Hole).**

2.5.2. Summarize the proposed turf reduction that will occur on the project, above and beyond the 5 acres noted in the Required/Core Items. Include total acreage of turf areas that will be removed, re-graded and replaced with drought-tolerant landscaping, decomposed granite surface treatment and irrigation. **(14 Points Max.).**

2.6. Project Organization and Key Personnel (20 Points Max.)

Describe the proposed management plan for this Project. Describe how the Project Team meets the specific minimum qualifications outlined within this section, including all key proposed construction and technical personnel, including subcontractors. Provide documentation that key proposed construction, design and technical personnel as well as subcontractors comply with contract requirements. If applicable, describe how construction and technical personnel, as well as subcontractors, comply with the requirements of the Mitigated Negative Declaration (MND). At a minimum, the proposed plan/qualifications shall include the following:

2.6.1. Golf Course Contractor (6 Points Max.)

2.6.1.1. Shall have relevant, current experience in golf course renovation and construction on USGA projects of similar size and complexity on courses hosting PGA Tour Events.

2.6.1.2. Shall have worked as a Prime Contractor on a minimum of two (2) golf course construction projects of a similar size and complexity within the last 48 months.

2.6.1.3. Shall have a proven track record of completing and managing golf course renovation construction projects of similar size and complexity, on time and on budget, where design and construction occur concurrently. Provide detailed information.

2.6.2. Golf Course Designer (3 Points Max.)

2.6.2.1. Shall have relevant, current experience in golf course renovation and design for courses hosting USGA Tour events.

2.6.2.2. Shall have worked as the lead designer on a minimum of two (2) golf course design projects of a similar size and complexity within the last 48 months.

2.6.2.3. Shall have a proven track record of completing golf course renovation design projects of similar size and complexity on time and on budget. Provide detailed information.

2.6.2.4. Shall have a proven track record of completing design build projects of similar size and complexity, including plan preparation, plan review and approval, construction administration, and concurrent design and construction tasks.

2.6.3. Golf Course Shaper and Construction Specialist (1 Point)

2.6.3.1. Shall have relevant, current experience in golf course shaping and construction for courses hosting USGA Tour events.

2.6.3.1. Shall have worked as a lead shaper and construction specialist on a minimum of two (2) golf course projects of a similar size and complexity within the last 48 months.

2.6.4. Golf Course Irrigation Designer (1 Point)

2.6.4.1. Shall have relevant, current experience in golf course irrigation design for courses hosting USGA Tour events.

2.6.4.2. 5.3.4.3. Shall have worked as the lead irrigation designer on a minimum of two (2) complete golf course irrigation projects of similar size and complexity utilizing HDPE piping within the last 48 months.

- 2.6.5.** Registered Landscape Architect **(1 Point)**
 - 2.6.5.1.** Shall have relevant, current experience in planting design utilizing coastal low water and native plant materials, including drip/bubbler irrigation.

- 2.6.6.** Registered Civil Engineer **(1 Point)**
 - 2.6.6.1.** Shall have relevant, current experience with grading and drainage design, including City of San Diego storm water requirements.

- 2.6.7.** Construction General Permit Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP) and Qualified SWPPP Developer (QSD) **[1 Point]**
 - 5.3.7.1.** Proof of QSP and QSD shall be provided.

- 2.6.8.** Surveyor **(1 Point)**
 - 5.3.8.1.** Shall be a licensed land surveyor in the State of CA.

- 2.6.9.** Environmental Consultants. All sub-consultants must be approved by the City and carry the following minimum qualifications, with proof provided to the City as noted below.
 - 2.6.9.1.** Biologist **(1 Point)**
 - 2.6.9.1.1.** Shall have a minimum of three (3) years' experience with biological monitoring for projects of a similar size and scope.
 - 2.6.9.1.2.** Shall possess a valid Endangered Species Act Section 10(a)(1)(a) recovery permit.
 - 2.6.9.1.3.** Shall be qualified Biologist as defined in the City of San Diego Biology Guidelines.
 - 2.6.9.1.4.** All personnel involved in biological monitoring shall meet the qualifications as established in the City's Biology Guidelines.
 - 2.6.10.** Acoustician **(1 Point)**
 - 2.6.10.1.** Shall have a minimum of three (3) years' experience with noise level monitoring for projects of a similar size and scope.

2.6.10.2. Shall possess a current noise engineer license or registration with noise level monitoring experience with listed animal species.

2.6.11. Archaeologist (1 Point)

2.6.11.1. Shall have a minimum of three (3) years' experience in archaeological monitoring for projects of a similar size and scope.

2.6.11.2. Shall have completed the 40-hour HAZWOPER training with certification documentation.

2.6.11.3. Shall meet all City qualifications as defined in the City of San Diego Historical Resources Guidelines (HRG).

2.6.11.4. All personnel involved in archaeological monitoring shall meet the minimum qualifications as established in the HRG.

2.6.12. Native American Monitor (1 Point)

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

2.6.13. Paleontologist (1 Point)

2.6.13.1. Shall have a minimum of three (3) years' experience in paleontological monitoring for projects of a similar size and scope.

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

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

2.7.1. Work Force Report

2.7.1.1. The Design-Builder shall include in its SOQ either: (1) a completed Work Force Report (see Attachment 'D') for its employees located within San Diego County only; or (2) an Equal Employment Opportunity Plan (see Attachment 'D'), which shall comply with the EEO Plan Requirements which is included in Section 2.0. The selected firm may be required to submit workforce data for a regional office prior to contract award.

2.7.2. Equal Opportunity Assurances

2.7.2.1 The Design-Builder shall include in its SOQs the following:

2.7.2.1.1 Specific actions consistently taken to ensure equal opportunity in their employment and subcontracting practices, including past performance and actions to be taken on this project.

2.7.2.1.2 Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Design-Builder's Workforce Report as compared to the County's Labor Force Availability.

2.7.2.1.3 Listing of Design-Builder's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

2.7.3. Subcontractor Documentation

2.7.3.1 Documentation submitted in accordance with this section shall be included in an attachment, which shall be titled "Subcontractor Documentation" to the SOQ.

2.7.3.2 Past Participation Levels - Listing of Design-Builder's Subcontractor (including constructors and design professionals) and Supplier past participation levels on each project listed in response to Section 2.5 , Experience & Technical Competence of this RFQ. The Design-Builder shall use the Subcontractor Past Participation List (Constructors, Design Professionals, or Suppliers/Vendors) Form AA50, for this purpose (refer to Attachment 'D'). Include the name of project, type of project, value of project, Subcontractor, Designer, or Supplier/Vendor firm name, percentage of participation, and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), or Other Business Enterprise (OBE) or Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). Design-Builder should demonstrate a consistent pattern of including certified MBE, WBE, DBE, DVBE, and OBE or ELBE and SLBE.

2.7.4. Non-Discrimination in Contracting

2.7.4.1 Upon the City's request, Design-Builder agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that Design-Builder has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Design-Builder for each subcontract or supply contract. The Design-Builder further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). The Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Design-Builder up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design-Builder further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

2.7.5. Disclosure of Discrimination Complaints

2.7.5.1 A list of complaints filed or pending against Design-Builder or a written statement from the Design-Builder in accordance with the Attachment D, Design-Builder's Certification of Pending Actions

2.7.6. Failure of Submission

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

Total Points 100

SOQs that do not contain the aforementioned components may not be considered.

ATTACHMENT C

CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR QUALIFICATIONS

ATTACHMENT C

**CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR QUALIFICATIONS
MULTIPLE AWARD DESIGN-BUILD CONTRACTS (MACC) FOR GOLF COURSE
IMPROVEMENT PROJECTS**

The undersigned, a duly authorized representative of _____
(Company Name)

hereby stipulates that _____ takes no exceptions to this
(Company Name)

Request for Qualifications and its attachments as referenced in this RFQ.

Authorized Representative

Date

Authorized Representative's Title

Company

OR

The undersigned, a duly authorized representative of _____
(Company Name)

hereby stipulates that _____ takes the following exceptions
(Company Name)

to this Request for Qualifications and its attachments as referenced in this RFQ.

Authorized Representative

Date

Authorized Representative's Title

Company

ATTACHMENT D

FORMS

DESIGN-BUILDERS 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 BOX ONLY.

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

Contractor Name: _____

Certified By _____ Title _____
 _____ Name _____
 _____ Signature _____ Date _____

USE ADDITIONAL FORMS AS NECESSARY

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: _____

TYPE OF PROJECT: _____ DOLLAR VALUE OF PROJECT: _____

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

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES | DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^① | WHERE CERTIFIED ^② |
|--|---|------------------------------|---|---|--|------------------------------|
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____ | | | | | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____ | | | | | | |

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

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

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

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

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



City of San Diego
 EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Avenue, Suite 200, San Diego, CA 92101
 (619) 236-6000 FAX: (619) 235-5209

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*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ FAX Number: () _____

For Firms: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of

 (Firm Name)

_____, _____ hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this day of _____, 200__.

 (Authorized Signature)

 (Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

| OCCUPATIONAL CATEGORY | (1) African-American | | (2) Latino | | (3) Asian | | (4) American Indian | | (5) Filipino | | (6) Caucasian | | (7) Other Ethnicities | |
|--|----------------------|-----|------------|-----|-----------|-----|---------------------|-----|--------------|-----|---------------|-----|-----------------------|-----|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Executive, Administrative, Managerial | | | | | | | | | | | | | | |
| Professional Specialty | | | | | | | | | | | | | | |
| Engineers/Architects | | | | | | | | | | | | | | |
| Technicians and Related Support | | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | | |
| Administrative Support/Clerical | | | | | | | | | | | | | | |
| Services | | | | | | | | | | | | | | |
| Precision Production, Craft and Repair | | | | | | | | | | | | | | |
| Machine Operators, Assemblers, Inspectors | | | | | | | | | | | | | | |
| Transportation and Material Moving | | | | | | | | | | | | | | |
| Handlers, Equipment Cleaners, Helpers and Non-construction Laborers* | | | | | | | | | | | | | | |

*Construction laborers and other field employees are not to be included on this page

| | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| TOTALS EACH COLUMN | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

| | | | | | | | | | | | | | | |
|---------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| GRAND TOTAL ALL EMPLOYEES | | | | | | | | | | | | | | |
|---------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| DISABLED | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

NON-PROFIT ORGANIZATIONS ONLY:

| | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| BOARD OF DIRECTORS | | | | | | | | | | | | | | |
| VOLUNTEERS | | | | | | | | | | | | | | |
| ARTISTS | | | | | | | | | | | | | | |

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

| OCCUPATIONAL CATEGORY | (1) African-American | | (2) Latino | | (3) Asian | | (4) American Indian | | (5) Filipino | | (6) Caucasian | | (7) Other Ethnicities | |
|---------------------------------------|-------------------------|-----|---------------|-----|--------------|-----|------------------------|-----|-----------------|-----|------------------|-----|--------------------------|-----|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Carpenter | | | | | | | | | | | | | | |
| Drywall Installer | | | | | | | | | | | | | | |
| Electrician | | | | | | | | | | | | | | |
| Elevator Installers | | | | | | | | | | | | | | |
| Finishers, Concrete or Terrazzo | | | | | | | | | | | | | | |
| Glaziers | | | | | | | | | | | | | | |
| Helpers, Construction Trade | | | | | | | | | | | | | | |
| Ironworkers, Structural Metal Workers | | | | | | | | | | | | | | |
| Laborers | | | | | | | | | | | | | | |
| Millwrights | | | | | | | | | | | | | | |
| Masons, Bricklayers | | | | | | | | | | | | | | |
| Tilesetters | | | | | | | | | | | | | | |
| Operators | | | | | | | | | | | | | | |
| Painters | | | | | | | | | | | | | | |
| Pipefitter, Plumbers | | | | | | | | | | | | | | |
| Plasterers | | | | | | | | | | | | | | |
| Roofers | | | | | | | | | | | | | | |
| Security, Protective Services | | | | | | | | | | | | | | |
| Sheet Metal, Duct Installers | | | | | | | | | | | | | | |
| Welders, Cutters | | | | | | | | | | | | | | |
| TOTALS EACH COLUMN | | | | | | | | | | | | | | |
| GRAND TOTAL ALL EMPLOYEES | | | | | | | | | | | | | | |

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| DISABLED | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

City of San Diego

CITY CONTACT: Rosa Riego, Contract Specialist, Email: RRiego@sandiego.gov

Phone No. (619) 533-3426, Fax No. (619) 533-3633

ADDENDUM "3"

REQUEST FOR QUALIFICATIONS DOCUMENTS (Step 1 of 2)



FOR MULTIPLE AWARD DESIGN-BUILD CONTRACTS (MACC) FOR GOLF COURSE IMPROVEMENT PROJECTS

RFQ NO.: K-17-1558-MAC-3-C

SAP NO. (WBS/IO/CC): B-17063

CLIENT DEPARTMENT: 1714

COUNCIL DISTRICT: 1

PROJECT TYPE: EA

STATEMENTS OF QUALIFICATIONS (SOQ) DUE:

12:00 NOON

MARCH 9, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. CHANGES TO THE REQUEST FOR QUALIFICATION

1. To Addendum 2, Item 2, ATTACHMENT B, Submittal Requirements and Evaluation Criteria, Section 2, Evaluation Criteria, Item 2.7.3., Subcontractor Documentation, Subsection Item 2.7.3.2, page 2, **DELETE** in its entirety and **SUBSTITUTE** with the following:

2.7.3.2 Past Participation Levels - Listing of Design-Builder's Subcontractor (including constructors and design professionals) and Supplier past participation levels on three (3) successfully completed projects within the past 5 years for both public and private clients of a similar nature with the name of owner, project type, and total value of completed construction. The Design-Builder shall use the Subcontractor Past Participation List (Constructors, Design Professionals, or Suppliers/Vendors) Form AA50, for this purpose (refer to Attachment 'D'). Include the name of project, type of project, value of project, Subcontractor, Designer, or Supplier/Vendor firm name, percentage of participation, and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), or Other Business Enterprise (OBE) or Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). Design-Builder should demonstrate a consistent pattern of including certified MBE, WBE, DBE, DVBE, and OBE or ELBE and SLBE.

James Nagelvoort, Director
Public Works Department

Dated: *March 1, 2017*
San Diego, California

JN/AJames/mlw

City of San Diego

CITY CONTACT: Rosa Riego, Contract Specialist, Email: RRiego@sandiego.gov

Phone No. (619) 533-3426, Fax No. (619) 533-3633

ADDENDUM "2"

REQUEST FOR QUALIFICATIONS DOCUMENTS (Step 1 of 2)



FOR MULTIPLE AWARD DESIGN-BUILD CONTRACTS (MACC) FOR GOLF COURSE IMPROVEMENT PROJECTS

RFQ NO.: K-17-1558-MAC-3-C

SAP NO. (WBS/IO/CC): B-17063

CLIENT DEPARTMENT: 1714

COUNCIL DISTRICT: 1

PROJECT TYPE: EA

STATEMENTS OF QUALIFICATIONS (SOQ) DUE:

12:00 NOON

MARCH 2, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CHANGES TO THE REQUEST FOR QUALIFICATION

1. To SECTION 7, PROCUREMENT PROCESS, item 7.1., page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 7.1 All properly licensed and pre-qualified Design-Builders will be evaluated and ranked based on past performance, experience and technical qualifications in accordance with Attachment B. The City will, at its sole discretion, interview any or all design-builders who submit an SOQ for the purposes of gaining further information regarding the design-builders' qualifications. Between 2 and 3 of the highest ranked Design-Builders will be selected and awarded a contract.
2. To ATTACHMENT B, Submittal Requirements and Evaluation Criteria, Section 2, Evaluation Criteria, Item 2.7.3., Subcontractor Documentation, Subsection Item 2.7.3.2, page 21, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2.7.3.2 Past Participation Levels - Listing of Design-Builder's Subcontractor (including constructors and design professionals) and Supplier past participation levels on each project listed in response to Section 2.6, Organization, Experience, and Key Personnel of this RFQ. The Design-Builder shall use the Subcontractor Past Participation List (Constructors, Design Professionals, or Suppliers/Vendors) Form AA50, for this purpose (refer to Attachment 'D'). Include the name of project, type of project, value of project, Subcontractor, Designer, or Supplier/Vendor firm name, percentage of participation, and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), or Other Business Enterprise (OBE) or Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE).

James Nagelvoort, Director
Public Works Department

Dated: *February 23, 2017*
San Diego, California

JN/AJames/mlw

City of San Diego

CITY CONTACT: Rosa Riego, Contract Specialist, Email: RRiego@sandiego.gov

Phone No. (619) 533-3426, Fax No. (619) 533-3633

ADDENDUM "1"

REQUEST FOR QUALIFICATIONS DOCUMENTS (Step 1 of 2)



FOR MULTIPLE AWARD DESIGN-BUILD CONTRACTS (MACC) FOR GOLF COURSE IMPROVEMENT PROJECTS

RFQ NO.: K-17-1558-MAC-3-C

SAP NO. (WBS/IO/CC): B-17063

CLIENT DEPARTMENT: 1714

COUNCIL DISTRICT: 1

PROJECT TYPE: EA

STATEMENTS OF QUALIFICATIONS (SOQ) DUE:

12:00 NOON

MARCH 2, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Questions pertaining to Scope or Specifications

- Q1. We are a golf course construction contractor. Since it is multiple award, should we only submit our own SOQ and let any architects, engineers, environmentalists, etc, submit their own SOQ?
- A1. Refer to Section 1- Introduction, subsection 1.5 Summary of Work, for the prime contractor to submit a SOQ Design-Build, which includes the design and construction components.
- Q2. How many golf courses are involved in these improvements since it is multiple award? If the work is only to be performed on one golf course or even only two, I'm not sure how you could award the project to 2 different golf course contractors?
- A2. Refer to Attachment A for one sample Scope of Work on a single golf course. Future MACC Task Orders will be determined during the contract period.
- Q3. When I review the scope of work on page 13, number 2.1, it appears to be about a \$3,000,000 project. Again, trying to identify how the MACC system comes into play with this scope of work presented?
- A3. Refer to Attachment A, 2.1.2 for the cost estimate.

C. CHANGES TO THE REQUEST FOR QUALIFICATION

1. To SECTION 7.3, PROCUREMENT PROCESS, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:
- 7.3** Architectural firms, engineering firms, consultants, or individuals retained by the City to assist in drafting any portion of any document that was not prepared specifically for this Contract are eligible to participate in the competition with any Design-Builders bidding for the Project.

2. To SECTION 7 PROCUREMENT PROCESS, page 8, **ADD** the following:
- 7.6** The MACC awardees shall submit a responsive Proposal for each Task Order issued. Failure to do so may result in the City, at its sole discretion, terminating the base contract. MACC awardees that fail to submit proposals twice in a twelve month period may have their contract terminated and be ineligible to submit future proposals.
3. To ATTACHMENT A, PROJECT BACKGROUND, SAMPLE TASK ORDERS, AND SCOPE OF WORK, SECTION 2, page 13, **DELETE** in its entirety and **SUBSTITUTE** with the following:

2. Sample Task Orders and Scope of Work:

2.1 Golf Course Improvements

New irrigation system, drainage improvements including re-contouring of grades for surface flow and installation of drainage sumps with underground piping), rehabilitation and reconstruction of the existing bunkers, addition of new bunkers, minor cart path replacement/addition, addition of new tees and leveling of existing tees. Includes the installation of a temporary turfed driving range tee box on the course. Installation of American's with Disabilities Act compliance upgrades, which may include, but are not limited to: signage, modifications to existing path of travel and relocation of restroom fixtures.

2.1.1 Additional Requirements:

- Tight timelines may require weekend and/or nighttime work.
- Seasonal construction moratoriums due to tournaments.
- Construction to accommodate golf play during all normal working hours.
- Environmental restrictions and constraints.
- Limited number of holes to be under construction at any one time.

2.1.2 Design/Construction Cost Estimate: The City's estimated construction cost for this sample task order is \$6,000,000.

4. To ATTACHMENT B, SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA, Section 2, Evaluation Criteria, subsection 2.5., Experience and Technical Competence (50 Points Max), page 17, **DELETE** in its entirety.
5. To ATTACHMENT B, Submittal Requirements and Evaluation Criteria, Section 2, Evaluation Criteria, subsection 2.6, Project Organization and Key Personnel (20 Points Max.), page 17, **DELETE** heading and **SUBSTITUTE** with the following:

2.6. Organization, Experience, and Key Personnel

6. To ATTACHMENT B, Submittal Requirements and Evaluation Criteria, Section 2, Evaluation Criteria, Item 2.6.1., Golf Course Contractor (6 Points Max), page 17, **DELETE** heading and **SUBSTITUTE** with the following:

2.6.1. Golf Course Contractor (32 Points Max.)

7. To ATTACHMENT B, Submittal Requirements and Evaluation Criteria, Section 2, Evaluation Criteria, Item 2.6.2., Golf Course Designer (3 Points Max.), page 18, **DELETE** in its entirety.

8. To ATTACHMENT B, Submittal Requirements and Evaluation Criteria, Section 2, Evaluation Criteria, Item 2.6.3., Golf Course Shaper and Construction Specialist (1 Point), page 18, **DELETE** heading and **SUBSTITUTE** with the following:

2.6.3. Golf Course Shaper and Construction Specialist (10 Points)

9. To ATTACHMENT B, Submittal Requirements and Evaluation Criteria, Section 2, Evaluation Criteria, Item 2.6.4., Golf Course Irrigation Designer (1 Point), page 18, **DELETE** heading and **SUBSTITUTE** with the following,

2.6.4. Golf Course Irrigation Designer (12 Points)

10. To ATTACHMENT B, Submittal Requirements and Evaluation Criteria, Section 2, Evaluation Criteria, Item 2.6.5., Registered Landscape Architect (1 Point), page 19, **DELETE** in its entirety.

11. To ATTACHMENT B, Submittal Requirements and Evaluation Criteria, Section 2, Evaluation Criteria, Item 2.6.6., Registered Civil Engineer (1 Point), page 19, **DELETE** heading and **SUBSTITUTE** with the following:

2.6.6. Registered Civil Engineer (9 Points)

James Nagelvoort, Director
Public Works Department

Dated: *February 9, 2017*
San Diego, California

JN/Ajames/mlw

LANDSCAPES UNLIMITED Design Build Team

Multiple Award Design-Build Contracts (MACC) for Golf Course Improvements Projects

RFQ No. K-17-1558-MAC-3 - C
March 9, 2017

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



March 9, 2017

City of San Diego
Public Works Contracts
Attention: Rosa Riego, Contract Specialist
1010 Second Avenue, 14th Floor, MSC 614C
San Diego, CA 92101

RE: RFQ No. K-17-1558-MAC-3 - C

Dear Ms. Riego,

We would like to thank you for allowing Landscapes Unlimited design-build team to be considered as a select contractor for the MACC Golf Course Improvement Projects. It is our hope that our significant experience with design-build golf development projects, along with our attached qualifications, reflects our competence, willingness and commitment to provide you with the quality project(s) you expect. We have extensive experience in Southern California with new development and golf renovations, as well as turf reductions, in both the public and private sectors. We have also been involved with many successful renovations at Torrey Pines. If we are selected for this project, we will provide you a single point of responsibility, offering you comprehensive golf course design, engineering, environmental and construction services.

Our team's central goal of *"being the best"* at what we do will provide you with the highest quality design and construction while meeting your budget, schedule objectives. Our past experience with over 40 golf design/build projects has demonstrated that commitment, as not one has had budget or schedule overruns. Our strategic team hopes we will exceed all of the expectations of the City of San Diego.

We sincerely appreciate your consideration. Please let us know if we can answer any questions or provide further information. We look forward to the opportunity to collaborate with the City of San Diego on the successful development of this unique project.

Sincerely,



Kurt Huseman, President, Assistant Manager
Landscapes Unlimited
(402) 423-6653

ATTACHMENT B
Submittal Requirements and Evaluation Criteria

2.1 Addenda to this RFP

Landscapes Unlimited acknowledges the following addendums:

Addendum 1 February 9, 2017

Addendum 2 February 23, 2017

Addendum 3 March 1, 2017

2.2 Identification of the Design-Builder

2.2.1 Legal Name and Address

Landscapes Unlimited, LLC
1201 Aries Drive
Lincoln, NE 68512

2.2.2 Legal Form of Company

Limited Liability Company

2.2.3 Year of Establishment of Entity

Landscapes Unlimited, Inc. from July 26, 1977 to July 1, 1999
Landscapes Unlimited, LLC from July 2, 2000 to Present

2.2.4 Parent Company

Landscapes Holding, LLC

2.2.5 Address

1201 Aries Drive
Lincoln, NE 68512

2.2.6 San Diego Satellite Office

N/A

2.2.7 Contact:

Chad Cose, Estimating Manager
1201 Aries Drive, Lincoln, NE 68512
Ph. 402-423-6653
chadc@landscapesunlimited.com

2.2.8 Number of employees in San Diego County:

Landscapes Unlimited currently does not have any employees working in San Diego County.

2.2.9 Applicable Licenses:

2.2.9.1 City of San Diego Business License: N/A –
Pre-qualification Expires 2-28-2019; Vendor ID: 300748

2.2.9.2 State Contractor's License

- **Contractor:** Landscapes Unlimited, LLC
California Contractors License: #973614
A – General Engineering, B – General Building, C-27 – Landscaping
Expires: 6/30/2018; DIR #: 1000007260

2.2.9.3 Professional Engineering/Architect License Number(s):

- **Irrigation Consultant**
 - Brent Harvey Consulting – Brent Harvey
RLA3879, Certification: Golf Course Irrigation Designer, Expires: 2/28/19
City of San Diego SLBE #14BH1086 Expires: 4/10/2018
- **Civil Engineer & Surveyor**
 - O'Day Consultants
 - California Contractors License: Expires:
 - Tim Carroll, PLS (7700) December 31, 2018
 - Brian Faraci, PLS (5432) September 30, 2018
 - Nichole Fine, PLS (8753) December 31, 2018
 - Colin O'Brien, PLS (9296) September 30, 2018
 - George O'Day, PE (32014*) December 31, 2018
 - Pat O'Day, PE (27214*) March 31, 2019
 - Joanne Tyler, PLS (8904) September 30, 2018
 - * Civil engineers with a license number of 33965 and lower may practice land surveying without being licensed as a Land Surveyor.
- **Environmental Consultants**
 - Principal Biologist – Brian Lohstroh
Endangered Species Act Recovery Permit # TE-063608-5
 - Acoustician – Jeremy Loudon EIT #114983

2.2.10 Contact for SOQ

Chad Cose, Estimating Manager
1201 Aries Drive
Lincoln, NE 68512
402-423-6653
chadc@landscapesunlimited.com

2.3 PROPOSER EXCEPTIONS TO THIS RFQ

The Landscapes Unlimited Design-Build team has no exceptions to the RFQ.

2.4 EXECUTIVE SUMMARY

Landscapes Unlimited, along with our strategic team, is very pleased to submit our qualifications for design-build services for the Multiple Award Design-Build Contracts (MACC) for Golf Course Improvement Projects. We are confident that you will find our history of golf-specific, design-build experience to be ideally suited for this contract. Our comprehensive response herein thoroughly addresses all criteria in the format requested in the RFQ on page 15, Attachment “B”, 1.6.

Organization, Experience and Personnel

COLLABORATION is the key ingredient to our proven design-build team approach and method to accomplish the work. 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 and schedule is during preconstruction. Therefore, project organization, proper planning and scheduling, construction management, and of course safety are all focus areas of our project execution plan.

We believe we have assembled the best and most talented team possible for the City of San Diego. Our team members have hundreds of completed projects with specific relevance and similarities to the proposed scope of MACC projects, dozens of which are in the San Diego area. Led by Landscapes Unlimited, our design-build team fully meets the experience and qualifications requirements of this RFQ.

Our team includes **Landscapes Unlimited, Brent Harvey Consulting, O’Day Consultants, GEPermit**, and other professional consultants and subcontractors. As design-builder, Landscapes Unlimited will provide the City a single point of responsibility for the design and execution of the MACC projects, and will manage our team of design, technical, environmental, supplier and construction professionals.

Landscapes Unlimited, the golf industry leader in comprehensive design-build delivery with more than 40 design-build projects successfully completed, will be the design-build manager for the team and will also self-perform the majority of the construction work for these projects, including the irrigation. Filling this role will be Dave Linngren our southwest project manager, who has experience working and managing projects for the Torrey Pines South Course. Long time Landscapes Unlimited veteran shaper Jim Cluley, our shaping and construction specialist, will use his experience and talents to bring life to the project(s). All final design improvements will be implemented through a thoughtful collaborative process by working hand-in-hand with the architect and City on all fronts, ensuring the City’s future goals are addressed

Landscapes Unlimited has been privileged to have been associated with some of the most notable golf facilities in the world, including many prominent nationally and internationally recognized golf facilities in the USA. From 2001 to 2008, Landscapes Unlimited provided extensive renovation services on Torrey Pines South Course, in preparation for the 2008 US Open.

Irrigation Consultant Brent Harvey, of **Brent Harvey Consulting**, will lead the team’s irrigation design needs and irrigation system recommendations. Brent was the golf course irrigation designer for the Torrey Pines North General Development Plan and he will make certain to fully integrate future irrigation designs that are consistent with the City’s goals and objectives for each project. The designs will establish visual and physical connections that the public has come to know and love while being proactive in design and function for long term water conservation.

Our environmental consulting team (**GE Permit, Meridian Archaeological Services and Research, Brian Lohstroh, Red Tail Monitoring, and Jeremy Loudon**, the project’s archeological, paleontological, Native American, acoustical, and biological consultants respectively), will implement the monitoring program described in the Mitigated Negative Declaration (MND). Our team will ensure regulatory compliance with the City of San Diego, CEQA protocols, Multiple Habitat Planning Area (MHPA) requirements and the other related environmental authorities. **O’Day Consulting** is certified SWPPP, QSP/QSD and will provide the civil engineering, grading, drainage, and surveying services.

Equal Employment and Contracting Opportunities

Our design-build team will build upon selecting the most strategic and qualified team to provide exceptional service, quality and expertise from their respective fields for the City, while continuing to diversify our subcontracting services.

We will work diligently to fully meet the City’s outreach expectations. We understand the importance of providing equal opportunities and employment by developing our own large minority labor pool and how crucial the importance of recruiting, hiring, training and promoting a diverse work force is for everyone’s success.

Financial Information and Arrangements

Landscapes Unlimited is a financially secure company that has strong bonding capabilities, trade references and banking relationships. Over the course of our 40 year history we have never defaulted on a construction contract.

Change Order and Litigation History

Landscapes Unlimited has procedures in place for change orders assuring all changes will be pre-approved and signed off prior to construction or installation.

Please see Attachment D, ‘Design-Builders Certification of Pending Actions’ as required as an attachment upload.



EXPERIENCE AND TECHNICAL COMPETENCE

Addendum 1, dated February 9th, 2017, this section was deleted. We have demonstrated throughout the response our team's experience and technical competence.

PROPOSED METHOD TO ACCOMPLISH WORK

As a golf and recreation contractor, Landscapes Unlimited (LU) has been in business for over 40 years and as a result, our project management systems and technical expertise are well developed. Our capabilities, highlighted below, will be instrumental to the successful management of the proposed summary of work such as listed in Attachment A, Sample Task Orders and Scope of Work. Our field-tested project management systems and technical capabilities ensure that we will deliver quality planning, design and construction in a safe, economical and timely manner.

Organization & Communication

Our central philosophy of the design-build methodology is that of collaboration. Our design-build team will work closely with the City and other stakeholders throughout the project to ensure that project coordination and communication is seamless. As design-builder, we will provide you with a single point of responsibility, making certain that all interdependent components of this project come together to meet your development goals.

LU will act internally as team leader for the design-build consultant team including, design, irrigation, civil engineering, surveying, biological, acoustical, archeological, and paleontological services. We believe this to be a critical role in the successful coordination of the project based on our understanding and experience with the design-build process. Our design-build team is structured so that key personnel from all aspects of design and construction share ideas throughout the project duration to facilitate problem solving, enhance execution efficiencies and adhere to the established schedule, budget and quality standards. Our day-to-day oversight will be invaluable to ensure the City's goals and requirements are fully addressed.

It will be the responsibility of LU to implement effective communication procedures throughout the duration of the project. Three components that we have found to be effective are:

- Having a comprehensive understanding of all terms and conditions of the project goals, design and contract documents.
- Building and establishing a team atmosphere with owners, designers, and subcontractors.
- Recognizing the project challenges in a proactive look-ahead manner.

Planning

In addition to the golf course construction and irrigation that LU will self-perform, we will oversee the various specialty construction contractors and subcontractors to meet the objectives established for the renovation(s). As design-builder, LU will be responsible for the preparation of the project execution plan, which includes determining the execution strategies, establishing the budgets, schedules, and defining the quality expectations, all of which are developed on behalf of and approved by the City.

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 and schedule is during pre-construction. As such, we provide the following services to our clients during pre-construction to ensure accurate work scoping and project planning.

Pre-construction Services:

- Fully quantify the City's goals and objectives.
- Review the project site and parameters.
- Understand and integrate the site constraints such as land use, environmental concerns and infrastructure.
- Establish a project reporting system.
- Prepare a project execution plan, phasing and budgets based upon the concept plan.
- Fully understand the functional requirements and quality standards for the project.
- Ensure a project program that provides flexibility and efficiency in the project design.
- Refine construction budget estimates as the design progresses.
- Refine and add detail to preliminary construction schedules and identify initial critical path milestones.
- Perform constructability analysis throughout design process to ensure design conforms to budget.
- Develop "work-around" solutions as needed for complex development issues.
- Understand the comprehensive compliance requirements of the land use and regulatory approvals and permits.
- Expand our subcontractor plan to ensure nondiscrimination and diversity.
- Ensure compliance with all labor and wage requirements for all team members.

Scheduling

LU believes that a construction schedule is a critical construction document. A project master schedule showing all of the major activities during planning, design, permitting, procurement, and construction will be prepared using Microsoft Project. The schedule shall be created to reflect the intended scope of work for all phases.

During preconstruction, the schedule will be used to ensure that the entire design-build team is aware of milestones that need to be met in order 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 milestones.

Critical to meeting the cost, quality and schedule objectives will be the early identification of any project constraints, as well as developing "work-around" solutions to prevent these activities from adversely affecting the project. Through weekly progress meetings and continuous updating of the project schedule, our project management team will be able to provide a clear snapshot of the project schedule at all times.

Estimating

Strong cost control procedures are a critical component of any successful project. Our team has a proven track record in working with the development of budgets and administrating those funds to achieve the best quality project at the most cost effective manner. Ongoing communication is also crucial to effective cost control management.

LU has completed over 100 golf-related projects of varying sizes in California, giving us tremendous knowledge of local and regional costs. Utilizing internal resources, which include a fully staffed estimating department and a BID2WIN estimating database of our past projects, we can quickly and accurately provide project budgets, estimates and updates. Additional support services provided by our estimating department include earthwork modeling, CAD and GPS capabilities, and as-built drawings. These estimating practices and services have been crucial to developing and maintaining our firm's reputation as a leader in the golf, outdoor recreation and environmental construction industry.

Critical to the estimating process is the value engineering process. The LU team is vigilant in providing the best value to our clients. Review of materials, means, methods, scope, budgets, etc., are monitored throughout the life of the project. Budget challenges are addressed with creative, collaborative work-around solutions. We feel that the value engineering and budget fine-tuning, done in collaboration with the City and the design-build team members, is one of the biggest advantages of the design-build process, ensuring that the City meets their quality and budget goals.

Construction Management

We provide leadership regarding all aspects of the construction process including design review, overall scheduling, cost control, value engineering, constructability, preparation of bid packages, means and methods analysis and on-site construction supervision and coordination. Our management team focuses on identification of team-oriented, positive solutions to project challenges.

Quality Control

It is during the preconstruction phase that the client and design-build team establish the quality expectations for the project. The process starts with understanding the City's requirements for the project. It is important for the design-build team to work with the City to develop specifications that include material and quality reflective of the City's needs and quality requirements.

Quality control, while ultimately the day-to-day responsibility of the construction superintendent, starts with a mindset that is instilled in all of our field personnel. we strive for ***a zero punch list and to exceed client expectations***, both in-house as well as with our subcontractors. This is achieved by ensuring a clear understanding of the scope of work to be performed and clearly defined quality expectations.

Accelerated Project

LU can deliver the MACC projects on an accelerated basis, while at the same time controlling costs. This is done by taking advantage of our project delivery experience, constructability analysis, value-engineering, planning and project management experience. Additionally, should the project get behind schedule due to weather, design changes, scope changes or any other unforeseen condition, LU has the depth of resources to draw upon to get the project back on schedule.

Safety

Safety is a key ingredient to LU's quality program, and an important reason for our prolonged success. Our project staff is constantly updated on accident prevention, acceptable behavior and attire, PPE, and progressive ways to maintain a safe work environment. Construction superintendents receive annual first aid and CPR training for certification purposes and serve as the medically competent person onsite. Although our EMR is low (one of the lowest in our industry), we strive to improve. To assist us in achieving a goal of zero accidents, LU has implemented the following safety practices on each jobsite:

- Provide safety orientation and ongoing training to all on-site employees.
- Require the use of safe work procedures and compliance with OSHA regulations.
- Hold weekly "Toolbox Talks" with all on-site staff to discuss pertinent job progress and necessary safety precautions.
- Maintain a strict substance abuse policy.
- Evaluate all subcontractors' safety programs and safety records.

KNOWLEDGE AND UNDERSTANDING OF LOCAL ENVIRONMENT

We have extensive experience in Southern California with new development and golf renovations, as well as turf reductions, in both the public and private sectors. We have also been involved with many successive renovations at Torrey Pines. Spanning the years 2001 to 2008, LU provided extensive renovation services on the Torrey Pines South Course, in preparation for the 2008 US Open. LU's southwest project manager, Dave Linngren has worked and managed these renovations and will lead our design-build team. Dave is based in Southern California and has been with LU for over 15 years, with the last nine as a project manager. His knowledge of the regional and local area and environment is ideal to lead construction for our design-build team.

Assisting Dave as program manager is Jack Morgan. Jack has over 30 years of golf design-build project management experience, the last 18 years with LU, and has filled this key management and oversight role in the majority of the over 40 golf design-build projects successfully completed. Jack works closely with the project manager having hands-on, day-to-day responsibility for all project elements and provides primary interface, communication and coordination with the City.

2.6 ORGANIZATION, EXPERIENCE AND KEY PERSONNEL

Our design-build team's proposed management for the MACC Golf Course Improvements project(s) will be uniquely developed as per requirements and scope of work. Our assembled team will be available to provide oversight or services no matter how large or small of a role each contract order may specify. Our project execution plan, highlighted above in section: 'Proposed Method to Accomplish Work', will be instrumental to the success of the project(s). We will use our field-tested project management systems and technical capabilities on each and every secured contract order. Key areas of focus are project organization, planning, scheduling, safety, quality control, and delivering the project on an accelerated basis, while at the same time controlling costs.

Effective project execution is accomplished by providing current critical status information to the project team. This allows the team to make accurate assessments of the current status of the project and implement the appropriate strategies and actions necessary to keep the project on track for successful completion. Critical status information includes the status of schedule, submittals, RFIs, change orders, documents testing, inspection, and materials.

The organization of our construction management service is separated into two phases – pre-construction and construction. Key elements include, but not limited to:

Pre-construction

- Budget Review
- Construction Project Controls & Safety Plan
- Team Building, Schedule/Milestone Control
- Layered Scheduling, Construction Quality & Organization
- Cost Control Inspections & Testing
- Program Management

Construction

- Day-to-Day On-Site Management
- In-House Resource Staffing & Equipment
- Decision Tracking, Submittal & Document Control
- Technical Review & Approval of Pay Requests
- Value Engineering, Punch List & Corrective Action Plan
- Trade Package Preparation, Bid Process Oversight, Sub Engagement-Management
- Project Close-out & Post Construction Follow-up

Additionally, the design-build team will include an golf course irrigation designer, Brent Harvey Consulting, an highly qualified construction shaper and an archeological and paleontological monitoring team, Global Environmental Permitting (GEPermit) and Meridian Archaeological Services and Research (Meridian), to implement the monitoring program to comply with the requirements as described in the Mitigated Negative Declaration (MND) if and when deemed necessary on the project.

Led by LU, our design-build team members fully meet the experience and qualifications requirements of this RFQ and are detailed on the following pages.

2.6.1 Golf Course Contractor

LANDSCAPES UNLIMITED (LU) is a solutions-based company providing comprehensive golf development services. Since our inception in 1976, our mission has been to understand and fulfill the total construction needs of our clients, ranging from golf course construction services, irrigation, turnkey, design-build, project and program management, and operations management and consulting. Key to your consideration of our qualifications, LU offers the City of San Diego a significant array of value-added distinctions, separating us from our competitors within the golf industry, and within the broader construction industry.



We specialize in golf construction, irrigation and development. We have completed over 1700 projects with more than \$2 billion in value, including over 100 projects in California. We are proud to have provided significant renovation construction services at Torrey Pines from 2001 through 2008.

Previous Torrey Pines Renovation Experience

- Total greens renovation
- Teeing ground and bunker improvements
- Harvest and placement of kikuyu grass
- Drainage improvements
- Grading and shaping in select areas
- Cart paths
- Greens approach improvements
- Temporary tournament driving range on North Course
- Irrigation improvements

Another important aspect of our relevant experience is our recent and on-going **turf reduction** projects in California, including the following, totaling 142.5 acres thus far:

- 50 Acres – Carmel Mountain Ranch Country Club – San Diego, CA
- 6 Acres – Tustin Ranch Golf Club – Tustin, CA
- 3 Acres – The Loma Club – San Diego, CA
- 18 Acres – San Vicente Golf Resort – Ramona, CA
- 2 Acres – Brentwood Country Club – Los Angeles, CA
- 24 Acres – Goat Hill Golf Course – Oceanside, CA
- 20 Acres – Oceanside Municipal Golf Course – Oceanside, CA
- 11.5 Acres – Westlake Golf Course – Westlake Village, CA
- 8 Acres – Palos Verdes Golf Club – Palos Verdes Estates, CA

We have successfully completed over 40 turnkey golf-specific design-build projects. We are by far the construction industry pioneer and leader in golf facility design-build delivery. Most design-build projects have included design, engineering, permitting, site improvements, infrastructure, golf courses, irrigation, clubhouses, maintenance facilities, cart storage and comfort stations- all project elements available to the MACC projects. Many of these have been

constructed on environmentally sensitive sites where we have incorporate any restrictions and constraints into our project schedule.

We self-perform the vast majority of work. With in-house resources of up to 1000 employees nationally, safety, quality, and efficiency for golf construction and irrigation are second nature to our highly-experienced, regionally-based crews. Many of our projects have been successfully completed on tight, strict timelines and are seasonally sensitive to tournament play.

We are a golf facility builder, owner and operator. Being a builder, owner and operator gives us a very unique and unequalled perspective within this industry. Clients benefit from the first-hand lessons we have learned, through our years of ownership of public and private golf facilities. We understand the importance of accommodating your guests while in play during construction. We work closely with the golf superintendent to mitigate any down time of the course by scheduling work on a limited number of holes under construction at one time, while keeping the overall project goals on target.

We have a division that provides golf management, with over 50 properties managed. We consider this “living it” perspective invaluable in the design-build process, yielding experienced-based programming and decision making, proven templates for site and space utilization efficiencies, user oriented life-cycle analysis, and a first-hand understanding of the Owner’s cost versus revenue challenges.

2.6.1.1 Contractor Experience and USGA/PGA Experience

Over the past 40 years, LU has become one of the most recognized names in the golf course construction industry. We believe that we are uniquely qualified to be the go-to design-builder for the MACC Golf Course Improvement Projects. Our focus on integrity, quality, creative solutions and the unique combination of highly professional and technically competent staff has enabled LU to build and maintain a portfolio of satisfied and repeat clients. If selected, we will diligently apply these guiding principles to ensure the renovations for the MACC Golf Course Improvement Projects are an overwhelming success.

LU has extensive experience on hundreds of projects of similar size and complexity over the past four decades. Additionally, we have worked on dozens of courses affiliated with PGA Tour and USGA events including, the following:

- **Bay Hill Club & Lodge** – Home of Arnold Palmer Invitational
- **Colonial Golf Club** – Site of the US Open, Women’s US Open, Tournament Players Championship, FedEx St. Jude Classic
- **Des Moines Golf and Country Club** – 1999 US Senior Open / 2017 Solheim Cup
- **East Lake Golf Club** – Home of the Tour Championship
- **Erin Hills Golf Club** – Home of the 2018 US Open
- **Firestone Country Club** – Home of World Golf Championship
- **Glen Oaks Country Club** – Principal Charity Classic 2001-04 and 2006-2012
- **Kinloch Golf Club** – Host of 2013 Middle Atlantic Amateur Championship, 2011 USGA Senior Amateur Championship
- **Lancaster Country Club** – Host of 2016 US Women’s Open

- **Oak Hills Country Club** – 2008 Senior PGA Championship, The Ryder Cup, The PGA Championship, The US Open, The United States Amateur Championship, The United States Senior Open Championship
- **PGA National** – 1983 Ryder Cup, 1987 PGA Championship, Honda Classic
- **PGA West** – PGA Tour’s Humana Challenge (formerly known as the Bob Hope Classic) (2008-2015)
- **Pinehurst** – Site of 2008 U.S. Amateur, Site of US Open
- **Sandy Lane** – 2006 World Cup of Golf
- **Southern Hills Golf Club** – US Open, PGA Championships
- **Spyglass Hills** – AT&T Pebble Beach National Pro-Am
- **THE BRO[^]DMOOR** – Host of 1959 U.S. Amateur / 2008 US Men’s Senior Open / 1995 and 2011 US Women’s Open (Seven USGA championships hosted overall)
- **The Bridges of Santa Fe** – Battle of the Bridges (2002, 2003 and 2005)
- **The Classic Club at Northstar** – Home course for Bob Hope Chrysler Classic (2006-2007)
- **Torrey Pines Golf Club** – Farmers Insurance Open, Site of US Open
- **Trinity Forest Golf Club** – Home of the 2018 Byron Nelson Invitational
- **TPC Scottsdale** – Home of Waste Management Phoenix Open (formerly The Phoenix Open)

2.6.1.2 Prime Contractor Experience

LU has worked as the prime contractor and/or design-builder on dozens of golf construction and renovation projects each year. In our portfolio of 300 to 400 completed projects over the last four years, two recent and notable projects of similar size and complexity are showcased below as requested.

#1 Scottsdale National – The Other Course and Bad Little Nine, Scottsdale, Arizona - 2016

Scottsdale National and LU worked together to construct an 18 hole new golf and a 9 hole par 3 course in North Scottsdale. The course was originally a former housing development that had been graded to lot pads but was stopped during the recession. One million yards of earth were moved to create



undulating terrain that matches the surrounding landforms with “mountains” that were filled with as high as 50’ making it a spectacular golf course both from playability and visually stimulating standpoint. The course had a tight construction timeline of 10 months to beat the grassing window. Not only did a golf course have to be built within this time frame but power, communications infrastructure, and water had to be run through the course for comfort stations as well as other vertical components. Comfort stations were also built within this timeframe as access for their construction after course completion was not an option.

Construction Scope: LU provided the following: all of the GPS services for the golf construction scope, golf course shaping, 4 acres of 36 Mil RPE liner for a 40' deep irrigation storage lake, 22 miles of drainage pipe, 240,000 SF of USGA Greens construction, 225,000 SF of bunker construction utilizing the Better Billy Bunker and Bunker Solution liner system, 8 miles of concrete cart path over 4" of base, 2 miles of paver cart paths over 4" of base, 3,800 sprinkler heads, and 84 acres of 328 bermudagrass turf installation.

Project Highlights: LU led the collaboration of four general contractors and a crew of over 175, including LU, designers, and owner, to meet the project schedule and meet the project timeline.

#2 Midland Country Club, Midland, Texas - 2016

The Midland Country Club partnered with architectural firm Weibring & Wolfard and LU, Inc. for the restoration of its original 18-hole, 7,354 yard Ralph Plummer designed course.

Phase I of the project was the renovation of the practice facilities which began in May 2015 and was completed and reopened in October 2015. Phase II of the project was the restoration of the Club's prized Ralph Plummer designed 18 hole golf course which requires Midland Country Club's golf course to be closed for one year.



Construction Scope: The yearlong golf course restoration project which began in late October 2015 included installation of United States Golf Association (USGA) specification greens and was planted with a specially developed drought tolerant strain of Bentgrass, referred to as 007. Hybrid Bermuda 419 was utilized for tees, fairways, roughs and green surrounds. Cart paths and bunkers were replaced and water features and lakes were built that will serve to supplement the water needs of the updated irrigation system. More than 20 acres of turf were removed in an effort to be more economical and environmentally friendly. More than 100 trees were planted throughout the course and another 20 acres of native West Texas grasses were established along the border of the course.

Project Highlights: The project, not only finished on budget, but ahead of its projected completion date (October 2016). This was accomplished with constant collaboration and clear communication between LU and the club construction committee comprised of dedicated Club members and professional staff.

2.6.1.3 Experience Design-Build Projects

LU has been design-builder on more projects (40 plus) than any other company in the industry. Two of our most recent design-builds were for municipal clients, the cities of Dallas and Laredo, Texas, providing the Owners a single point of responsibility through project completion.

#1 Trinity Forest Golf Club – Dallas, Texas - 2016

The City of Dallas entered into a development and lease agreement with a private entity in 2013 to develop an 18-hole championship golf course, and a 9-hole short course, along with a teaching facility. This is the new home for the First Tee of Greater Dallas and the new training facilities for the Southern Methodist University golf team. The development site is the closed and



remediated Simpkins Landfill, owned by the City of Dallas. Trinity Forest will be the cornerstone of new economic development in the underserved south Dallas area, and was designed and built to attract prestigious golf championships. In addition to the landfill development-related challenges, the property had numerous environmental sensitivities and a diverse range of environmental stakeholders. The property is located within the Great Trinity Forest, which is the largest urban conservancy forest in the nation. It is adjacent to the Trinity River and sensitive bottomland wetlands and jurisdictional waters. It is partially within the effective and ineffective Trinity River Watershed flood zones, and next to the award-winning Dallas Area Audubon Learning Center and their eco-campus. The project was under the jurisdiction of the Texas Commission of Environmental Quality and their stringent requirements for landfill land use and environmental safeguards.

Design-Build Scope: LU was engaged as construction manager, engineering design-builder and project program manager. As such, LU had responsibility for all golf construction activities, and the design-build of the environmentally sensitive irrigation, drainage, site infrastructure, and flood plain development systems. The systems were designed and installed with zero-impact on ground water, wetlands, flood plain, and forests. The course was built entirely with fill (no cut was allowed) which totaled close to a million yards. A comprehensive safety program was developed for working on and in the landfill zones. Because of the fluid, ever-changing golf feature construction process, a full-time GPS-based grading control system was integrated into the fill and subsequent shaping procedures, to ensure the “no-cut” requirement, as well as protect the integrity of the original landfill cap and verify the required depth of the final vegetative support soil layer.

Highlights: The links-style Trinity Forest Golf Club successfully opened for play in October 2016 and will be the new home of the PGA Tour's AT&T Byron Nelson Championship in 2018.

#2 Max A. Mandel Golf Course, Laredo, Texas - 2013

The City of Laredo selected LU, in partnership with Robert Trent Jones II, to deliver a turnkey design-build municipal golf facility. On the banks of the Rio Grande, the gently rolling riverfront site, heavily wooded with old growth Mesquite trees, and crossed with numerous natural arroyos, offered the



setting for a very special golf course. The project team faced many environmental challenges including, the many arroyo-bottom wetlands, protection of native vegetation and trees, elimination of invasive species, and the sensitive Rio Grande riverfront vega and its water quality. Working collaboratively with the City, local stakeholders, regulatory agencies, environmentalists and the Mandel family, our team crafted a program and execution strategy for a parkland style course that enhanced the natural features of the site, with no negative environmental impacts. The project was built within a not-to-exceed City budget, was delivered on time, had no cost-driven change orders, and received tremendous industry accolades.

Design-Build Scope: LU Provided 100% design-build services for all project elements. championship 18-hole golf course; practice facilities; clubhouse and banquet facilities; cart storage; maintenance complex; site roadways; site infrastructure; flood/stormwater management/mitigation improvements; programming; regulatory approvals; permitting; design; engineering; flood plain modeling; environmental analysis; irrigation source development; community outreach; grow-in; management contract (2015).

Highlights: “The Max”, as locals call it, received **Golf Magazine’s Best New Course** honor in 2013 and **Best Public Courses 2015**.



● ● ●
“In 2010 the City of Laredo solicited for design-build proposals to develop our new municipal golf facility. Out of the 32 separate proposals we received, Landscapes Unlimited was selected over all the others, based on their vast experience and success in delivering turnkey design-builds.

The Landscapes Unlimited team delivered what they promised, on time and on budget!”

-Mr. Horacio DeLeon,
Assistant City Manager,
The City of Laredo, Texas



| The following is a partial list of design-build projects by Landscapes Unlimited and scope of work provided. | SCOPE OF WORK | | | | | | | | | | | | | |
|--|------------------------|----------|----------|---------------|-----------|----------|--------------|----------------------|----------------|------------|-----------|---------|--------------|--------------------|
| | 9 Holes + 9 Short game | 18 Holes | 36 Holes | Driving Range | Clubhouse | Cottages | Cart Storage | Maintenance Building | Infrastructure | Irrigation | Cart Path | Grow-In | Pump Station | Program Management |
| Al Ruwaya, Tiger Woods Dubai – Dubai, UAE | | X | | X | X | | X | X | X | X | X | X | X | |
| Arbor Links Golf Club - Nebraska City, NE | | X | | X | X | | X | X | X | X | X | X | X | X |
| Ballyhack Golf Club – Roanoke, VA | | X | | X | X | | X | X | X | X | X | X | X | X |
| Coal Creek – Louisville, CO | | X | | X | | | | X | X | X | | | | X |
| Coldwater Golf Club - Avondale, AZ | | X | | X | X | | X | X | X | X | X | X | X | X |
| Compass Pointe - Baltimore, MD | | | X | X | X | | X | X | X | X | X | X | X | X |
| Daxing Capital Golf Course – Beijing, China | | X | | X | X | | X | X | X | X | X | X | X | |
| Fiddlesticks Country Club, Fort Myers, FL | | X | | X | X | | X | X | X | X | X | X | X | |
| Green Monkey - Sandy Lane, Barbados | | X | | X | | | | | | | | | | X |
| Houston National Golf Club – Houston, TX | | | | | X | | | | | | | | | X |
| Jack Stephens Youth Golf Academy - Little Rock, AR | X | | | X | X | | X | X | X | X | X | X | X | X |
| Landmark at Hemet - Hemet, CA | | X | | X | X | | X | X | X | X | X | X | X | X |
| Sewailo Golf Club – Tucson, AZ | | X | | X | X | | X | X | X | X | X | X | X | X |
| Shanqin Bay Golf Club - China | | X | | X | X | | X | X | X | X | X | X | X | X |
| Sutton Bay - Agar, SD | | X | | X | X | X | X | X | X | X | X | X | X | X |
| The 27 Club – Tianjin, China | | | X | X | X | | X | X | X | X | X | X | X | |
| The Country Club - Sandy Lane, Barbados | | X | | X | | | | | | | | X | | X |
| The Firekeeper Golf Club – Mayetta, KS | | X | | X | X | | X | X | X | X | X | X | X | X |
| The Outlaw Club - New Mexico | | X | | | | | X | | X | | | | X | X |
| The Player’s Club - Omaha, NE | | X | | X | X | | X | X | X | X | X | X | X | X |
| Turning Stone Casino and Resort – Verona, NY | | | X | X | X | | X | X | X | X | | | | |
| We-Ko-Pa Golf Club – Fountain Hills, AZ | | X | | X | X | | X | X | X | X | X | X | X | X |

2.6.3 Golf Course Shaper and Construction Specialist

The important role of key shaping will be performed by Jim Cluely, one of LU's most experienced shapers. As lead project shaper/operator, Jim will be responsible for relaying the plans and visions of the architect/designer to the earth while supporting our field operations and promoting a safe work environment. Jim has been with LU for over 18 years. He works well with architects and golf course superintendents, shaping the design accurately and efficiently. Jim is able to rough and finish shape as well as run other types of heavy equipment.

2.6.3.1 Experience and USGA/PGA Experience One of the most prominent shaping assignments in Jim's career was the renovation of Arnold Palmer's home course, Bay Hill, in Orlando, Florida. Jim had the privilege of working with Mr. Palmer himself as he directed the renovation at this historic venue. Bay Hill is the home of the annual PGA Tour event, The Arnold Palmer Invitational presented by MasterCard.

2.6.3.1b Experience on Similar Projects

Jim uses the equipment as an extension of his hands to help achieve the desired effect of the course. His knowledge of different soils, terrains and his ability to adapt is what makes him one of the very best in the industry. He has worked on shaping assignments on courses designed by Jack Nicklaus, Greg Norman, Reese Jones, Robert Trent Jones II, and Cary Bickler to name a few.

Both design-build courses profiled in **Section 2.6.1.3 – Experience Design-Build Projects**, are two courses that Jim was the lead in the shaping operations in the past four years - The Max A. Mandel Municipal Golf Course, Laredo and Trinity Forest Golf Club in Dallas, Texas. Both of these projects were new construction and had environmental conditions that were unique to the project. Additionally, he has shaped on Contra Costa in Pleasant Hills, CA, Hawk's Landing at Blue Skies in Yucca Valley, CA and Elmwood Golf Course in Sioux Falls, SD. This collaboration will ensure the utmost attention to detail and provide playability for all skill levels.

2.6.4 Golf Course Irrigation Designer

Brent Harvey Consulting (BHC) provides comprehensive golf course irrigation design services and is a San Diego based small business (ELBE). Founded by irrigation designer Brent Harvey, BHC has provided golf course irrigation design services for many of the best golf courses in the nation over the past 22 years.



BHC specializes in both golf course renovation and new golf course projects and has provided design services on many municipal golf course projects, including Balboa Park Golf Course for the City of San Diego.

As a result of leading the irrigation design process for the City of San Diego's Balboa Park Golf Course and a two year participation on the design team for the Torrey Pines North Golf Course General Development Plan, BHC has a complete understanding of the irrigation requirements and needs for the City of San Diego and the MACC projects.

2.6.4.1 Golf Course Irrigation Design Experience USGA/PGA

In addition to being the golf course irrigation consultant for Torrey Pines North General Development Plan, Brent Harvey Consulting has provided the golf course irrigation design for many recent golf course projects that have hosted USGA and PGA Tour events. A sample of the projects include: Bel-Air Country Club-USGA Senior Amateur Championship, Riviera Country Club-PGA event and 2017 USGA Amateur Championship, The Gallery South Course-PGA event, Trilogy at La Quinta-PGA event, Tucson National-PGA event, San Diego Country Club-2017 USGA Women's Amateur Championship, and Monterey Peninsula Country Club-2017 AT&T Pro-Am.

2.6.4.2 Golf Course Irrigation Design Similar Experience/HDPE

Brent Harvey Consulting has completed many HDPE golf course projects of similar size complexity of Torrey Pines South over the past 48 months. A sample of the projects include: Vintage Club-Rancho Mirage, CA, Sand Point Country Club-Seattle, WA, Lakeside Golf Club-Burbank, Montecito Country Club-Santa Barbara, CA, as well as two described below.

Our most recent project with BHC is **Santa Ana Country Club**, in Santa Ana, CA. This exciting project included complete HDPE piping for mainline and laterals. The new irrigation system includes 67 acres of turf and 39 acres of native landscape. The system utilizes the very latest in water management tools, including an on-site weather station, single-head control, central control system mapping, handheld device interface, and more. It is a model for California golf course water management. Every sprinkler head was staked using modern engineering and survey equipment resulting in uniform coverage and limiting the throw of water onto sensitive areas.

BHC also recently completed a new HDPE replacement project at **Monterey Peninsula Country Club**, in Monterey, CA. This new irrigation system includes 61 acres of turf and 30 acres of native vegetation. The system includes all of the latest water management tools utilized at the Santa Ana Country Club, making it another model for golf course water management. BHC is nearing completion of the **Rolling Hills Country Club** renovation project in Rolling Hills Estates, CA. This Toro based 2-wire system also utilizes HDPE pipe. The irrigation system includes 87 acres of turf and 55 acres of native landscaping. This system also includes the very latest in water management tools, including on-site weather station, single-head control, central control system mapping, handheld device interface, and more. Additionally, the Toro system includes the Turf Guard system for remote monitoring of moisture, salinity, and temperature.

2.6.6 Registered Civil Engineer

O'Day Consultants, a City of San Diego certified SLBE, is a full-service civil engineering and land surveying firm with 36 years of experience. Offering 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 contract, as-needed civil engineering contracts and several other public works projects.

2.6.6.1 Engineer Experience

The firm has provided services for public works/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 Golf Course.

2.6.7 Construction General Permit Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP) and Qualified SWPPP Development (QSD).

O’Day Consultants staff include civil engineers and certified QSP/QSD practitioners with extensive experience preparing Storm Water Pollution Prevention Plans.

5.3.7.1 – or (2.6.7.1) 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, 2018 | California-registered professional engineer C 60223 | Active |

2.6.8 Surveyor - O’Day Consultants

O’Day Consultants staff includes seven California licensed land surveyors. The firm currently holds an As-Needed Land Surveying Services contract with the City of San Diego.

5.3.8.1 or 2.6.8.1 Surveyor –O’Day Consulting Licensed Surveyors

- Tim Carroll, PLS (7700)
- Brian Faraci, PLS (5432)
- Nichole Fine, PLS (8753)
- Colin O’Brien, PLS (9296)
- George O’Day, PE (32014*)
- Pat O’Day, PE (27214*)
- Joanne Tyler, PLS (8904)

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

2.6.9 Environmental Consultants

The project’s archeological and paleontological monitoring team, Global Environmental Permitting (GEPermit) and Meridian Archaeological Services and Research (Meridian) will implement the monitoring program according to the requirements of the Mitigation, Monitoring, and Reporting Program (MMRP) as described in the Mitigated Negative Declaration (MND). With several projects completed in San



Diego County and surrounding areas, Meridian, along with the in house staff of GEPermit, has the ability to work with the City of San Diego in order to keep this project on track and on budget.

GEPermit is an Emerging Local Business Enterprise (ELBE) environmental consulting firm offering a full range of land use and environmental consulting services for public and private sector clients since 2009. All of GEPermit team members are highly-qualified and are all listed on the City of San Diego's Approved Consultants List.

If artifacts or features are found, Meridian and GEPermits' experience will allow for a quick evaluation and will reduce any chance for a delay to the project. Aside from monitoring, project specific deliverables such as institutional record searches and monitoring plans/exhibits will be produced, and any pre-construction meetings will be attended by cultural monitors to ensure regulatory compliance with the City of San Diego and CEQA protocols.

2.6.9.1 Biologist

Biologist Brian Lohstroh (LBC) possesses the experience necessary to successfully execute the biological aspects of the MACC projects. Mr. Lohstroh has conducted biological surveys in vicinity of Torrey Pines Golf Course since 1997, and he holds a valid recovery permit with the U.S. Fish and Wildlife Service.

2.6.9.1.1 Experience

Principal Biologist Brian Lohstroh possesses over 18 years of biological consulting experience within San Diego and neighboring environs and he has the skill set that combines diverse listed species survey capabilities, several USFWS permits, and aquatic resource training, with environmental compliance, permitting, monitoring, and constraints analysis.

City of San Diego Pump Station 77 A/B Force Main Inspection Project

Mr. Brian Lohstroh assisted with monitoring vegetation clearing at several inspection sites in preparation for excavation as part of a pipeline inspection project. The project is located along the north shore of Lake Hodges within the City of San Diego's Multi-Habitat Planning Area (MHPA). Mr. Lohstroh 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, Mr. Lohstroh 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. Mr. Lohstroh also led the development of the GIS figures for the entire alignment, including the vegetation, wetlands, and special status species datasets.

San Diego County RGP 63 Storm Drain Habitat Assessment

Evaluated 718 storm drain sites for the County Department of Public Works in support of Regional General Permit 63 compliance. Habitat evaluations considered use by special status species prior to maintenance operations. Assessed habitat for Arroyo Toad, Southwestern Willow Flycatcher, Least Bell's Vireo, California Gnatcatcher, and rare plants.

2.6.9.1.2 Valid Endangered Species Recovery Permit

Mr. Lohstroh possess a valid Endangered Species Act Section 10(a)(1)(a) recovery permit. Endangered Species Act Recovery Permit # TE-063608-5.

2.6.9.1.3 Qualified Biologist

Mr. Lohstroh is qualified per the City of San Diego Biology Guidelines and has extensive experience working on projects within the City of San Diego.

2.6.9.1.4 City Biology Guidelines

Mr. Lohstroh, and all personnel involved meet the qualifications as established in the City's Biology Guidelines.

2.6.10 Acoustician – Jeremy Louden

Jeremy Louden has been involved in the field of civil engineering for over 16 years specializing in acoustical, air quality analysis including greenhouse gas assessments

2.6.10.1 Experience

Mr. Louden has extensive City of San Diego experience including Fairbanks Country Villas Noise Monitoring project with specialized mitigation measures where the pad elevations were raised to reduce elevated construction equipment noise levels below the ambient conditions. 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.

2.6.10.2 Noise Engineer License

Mr. Louden is a registered civil engineer and is approved through the County of San Diego CEQA Consultant for Acoustics and Air Quality.

Professional Registration

Engineer-In-Training (EIT) #114983

2.6.11 Archaeologist – Meridian Archeological Services and Research

Meridian Archeological Services and Research has been the premier provider of archaeological mitigation monitoring services in the City of San Diego in recent years. The firms' senior scientists are highly qualified and are all listed on the City of San Diego's Approved Consultants List.

The firm provides a wide range of cost-effective environmental consulting services including cultural and paleontological resources surveys, evaluations and data recovery, construction

monitoring, mitigation management, monitoring and compliance, regulatory agency consulting, environmental document section preparation, and agreement documents.

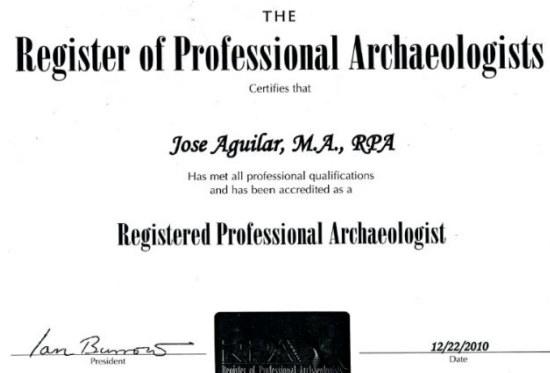
2.6.11.1 Experience

Meridian staff has more than 13 years of experience providing environmental regulatory compliance services to public and private sector clients throughout California. They have efficiently assisted clients with compliance with the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), and other federal and state laws and regulations including the California Environmental Quality Act (CEQA) among others. Meridian takes pride in offering top-notch cultural resources compliance solutions, customer attention and on-time deliverables at a competitive cost.

Meridian partnered with GEPPermit to provide cultural resources compliance and mitigation monitoring services for the Northwest Village Creek Phase 2 Project in the Chollas Creek community of the City of San Diego (City). Prior to any construction activities, the Principal Investigators requested a standard priority records search for the project area (plus a 1/4-mile radius for archaeological resources) from the South Coastal Information Center (SCIC), San Diego Museum of Man (SDMOM) and San Diego Natural History Museum (SDNHM). The Principal Investigators provided verification to the City's Mitigation Monitoring Coordinator (MMC) that records searches had been completed, in addition to a letter introducing any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities. The letters were accompanied by Monitoring Exhibit maps (with verification that the Monitoring Exhibit maps has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) identifying the areas to be monitored, including the delineation of grading/excavation limits. The compliance documents were provided to the MMC within schedule and budget. The Principal Investigators and qualified monitors attended a project meeting with the project team and City staff prior to the project construction. The project is ongoing and Meridian is currently providing and coordinating an archaeological, paleontological and Native American monitor during construction.

2.6.11.2 Qualifications

Meridian and GEPPermit staff meets all City qualifications as defined in the City of San Diego Historical Resources Guidelines (HRG) and have been preapproved for similar scope of work as the MACC contracts could request. Jose "Pepe" Aguilar, MA., Senior Archaeologist and Principal Investigator of Meridian, a highly qualified professional, has over 10 years of experience in environmental services.



2.6.11.3 Minimum Qualifications by HRG

Meridian and GEPPermit staff involved in archaeological monitoring meets the minimum qualifications as established in the HRG. Their team meets all City qualifications as defined in the City of San Diego Historical Resources Guidelines (HRG).

2.6.12 Native American Monitor – Red Tail Monitoring & Research

Red Tail Monitoring & Research has over 10 years in Native American monitoring for projects of a similar size and scope. The firm has worked with over 30 cultural resource management firms and monitored over one thousand projects through all phases of construction.

2.6.12.1 Experience

Project Experience Includes:

- The Torrey Pines Golf Course Clubhouse Replacement - Phase I Improvements - Parking Lot
- Pottery Canyon Archaeological Site Evaluation
- Archaeology at the Ballpark
- The South Mission Valley Trunk Sewer Project
- Monitoring for Sewer Group 75

2.6.13 Paleontologist – Meridian Archeological Services and Research

2.6.13.1 Experience

Meridian along with GEPermit's in-house staff have been the provider of paleontological mitigation monitoring services in the City of San Diego. The firms' senior scientists are highly qualified and are all listed on the City of San Diego's Approved Consultants List.

Project Experience

- Patel Property Survey: Conducted a cultural resource survey at a 0.5-acre property in Poway, CA for Brahma Builders (2015).
- Coast Walk Monitoring Project: Performed cultural resource monitoring in La Jolla, CA (2015).
- Batiquitos Lagoon Monitoring Project: Performed cultural resource monitoring along Carlsbad Blvd. during the installation of water main and sewage pipeline (2015).
- La Jolla Water Tower Survey: Mr. Aguilar conducted survey and generated the pertinent field forms and GIS graphics (2014).

2.6.13.2 Qualifications

Meridian and GEPermit staff paleontologists meet the City's minimum qualifications.

2.7 EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY

It is the established policy of LU to provide equal employment opportunities for everyone regardless of age, gender, color, race, creed, national origin, religious persuasion, marital status, sexual orientation, political belief, or disability that does not prohibit performance of essential job functions. In addition, laws regarding qualified protected veterans are observed. This is reflected in all LU practices and policies regarding recruitment, hiring, training, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation, benefits and conditions of employment. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

Employees of and applicants to LU will not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation, or hearing or have otherwise sought to obtain their legal rights related to any Federal, State, or local law regarding EEO for qualified individuals with disabilities or qualified protected veterans.

2.7.1 Work Force Report

Currently LU does not have any employees located in San Diego County; therefore we will not have a Work Force Report included in this response.

2.7.1.1

We have included an Equal Employment Opportunity Plan as required per RFQ in Appendix A.

2.7.2 Equal Opportunity Assurances

2.7.2.1.1 Equal Opportunity Employment

To ensure equal opportunity in our employment and subcontracting practices, LU posts our Equal Opportunity Plan and Equal Opportunity posters at each job location, conducts training of all personnel to ensure commitment to a workplace free of discrimination and harassment and disseminates its Affirmative Action plan and policies to subcontractors.

2.7.2.1.2 Diverse Workforce Strategies

Due to the transient nature of our business it is our strategy to not only recruit from local sources but also on a national scale. LU participates in local job fairs, national veteran job fairs, hiring events for qualified individuals with disabilities and college internship and recruitment programs. As individuals progress through their career at LU, they are considered for a variety of training opportunities including our Emerging Leaders program. This program was developed as an internal leadership and mentoring program designed to accelerate the development of our next generation of leaders within our organization. Through annual auditing we evaluate if these recruiting, hiring and training practices are free from discrimination and successful in filling our job openings.

2.7.2.1.3 Design-Builder Community Activities

We support both the local and national golfing industry in a variety of community service roles. We actively participate in the *Sticks for Kids* Program at our golf facilities and promote this initiative through our certified membership in the Golf Course Builders Association of America. Our construction group has contributed its services to *The First Tee*, numerous research facilities, *Field of Dreams* sports facilities and community works projects.



LU works in association with Turfgrass management, construction management and civil engineering programs at many local and regional colleges to offer internship opportunities, participate in career exploration events, attend career fairs and serve on local college Turfgrass advisory boards.

LU is also deeply committed to the issues affecting the industries we serve. The following is a list of relationships and alliances that LU has developed:

- Golf Course Builders Association of America
- GCBAA Foundation
- The Environmental Institute for Golf
- Arbor Day Foundation
- First Tee
- Sport Turf Manager's Association
- Irrigation Association
- PGA of America
- National Golf Foundation

2.7.3 Subcontractor Documentation

2.7.3.1. 'Subcontractor Documentation' is included as an attachment uploaded separately.

2.7.3.2 "Past Participation Levels" is included in response to Section 2.6 in the 'Subcontractor Documentation' as an attachment uploaded separately.

2.7.4 Non-Discrimination in Contracting

2.7.4.1 Upon the City's request, LU will submit a list of the names of all subcontractors and suppliers we have used in the past five years on any of our contracts that were undertaken within San Diego County and to cooperate with any investigation conducted relating to the City's Nondiscrimination In Contracting Ordinance (Municipal Code Sections 22.3401 – 22.3417)

2.7.5 Disclosure of Discrimination Complaints

2.7.5.1 The completed form, Attachment D, 'Design-Builder's Certification of Pending Actions' is included as an attachment upload separately.

FINANCIAL INFORMATION AND ARRANGEMENTS

LU is a financially secure company that has strong bonding capabilities, trade references and banking relationships. Over the course of our 40 year history we have never defaulted on a construction contract.

CHANGE ORDER AND LITIGATION HISTORY

In our experience, although change orders are never anticipated, there may be a need for a project task or scope of work adjustment which mostly generally occurs when an unanticipated condition is encountered during the project. When necessitated, LU issues a written change order for new or different work to be performed, and details the cost of the changed work and any schedule change required for performing the work. All changes in scope will be pre-approved and signed off prior to construction or installation.

Please see 2.7.5.1 Disclosure of Discrimination Complaints Attachment D, 'Design-Builders Certification of Pending Actions' as required is an attachment upload.

APPENDIX A
EQUAL EMPLOYMENT OPPORTUNITY PLAN

AFFIRMATIVE ACTION PROGRAMS
&
EQUAL EMPLOYMENT OPPORTUNITY

For Minorities, Women, Disabled Individuals & Veterans

Landscapes Unlimited, LLC

**AFFIRMATIVE ACTION PROGRAM
Table of Contents**

Policy Statement3

Organizational Chart4

Responsibilities of EEO/AA Officer5

Review of Personnel Processes6

Review of Job Qualification Standards7

Reasonable Accommodation to Physical and Mental Limitations8

Non-Segregated Facilities9

Harassment Prevention Procedures 10

External Dissemination of Policy, Outreach and Positive Recruitment 11

Internal Dissemination of Policy 12

Audit and Reporting Systems 13

Responsibility for Implementation of AAP 14

Training to Ensure AAP Implementation 15

Utilization Goals & Benchmarks 16

Identification of Problem Areas 17

Harassment Prohibited 18

Invitation to Self-Identify for Qualified Protected Veterans 19

Invitation to Self-Identify for Individuals with Disabilities 1

Policy Statement
***Equal Employment Opportunity for Minorities, Women,
Qualified Individuals with Disabilities and Qualified Protected Veterans***

It is the established policy of Landscapes Unlimited, LLC (herein referred to as “Landscapes”) to provide equal employment opportunity for everyone regardless of age, gender, color, race, creed, national origin, religious persuasion, marital status, sexual orientation, political belief, or disability that does not prohibit performance of essential job functions. In addition, laws regarding qualified protected veterans are observed. This is reflected in all Landscapes practices and policies regarding recruitment, hiring, training, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation, benefits and conditions of employment. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

It is also the policy of Landscapes to take affirmative action to employ and to advance in employment individuals with disabilities and protected veterans and to treat qualified individuals without discrimination on the basis of their physical or mental disability or veteran status.

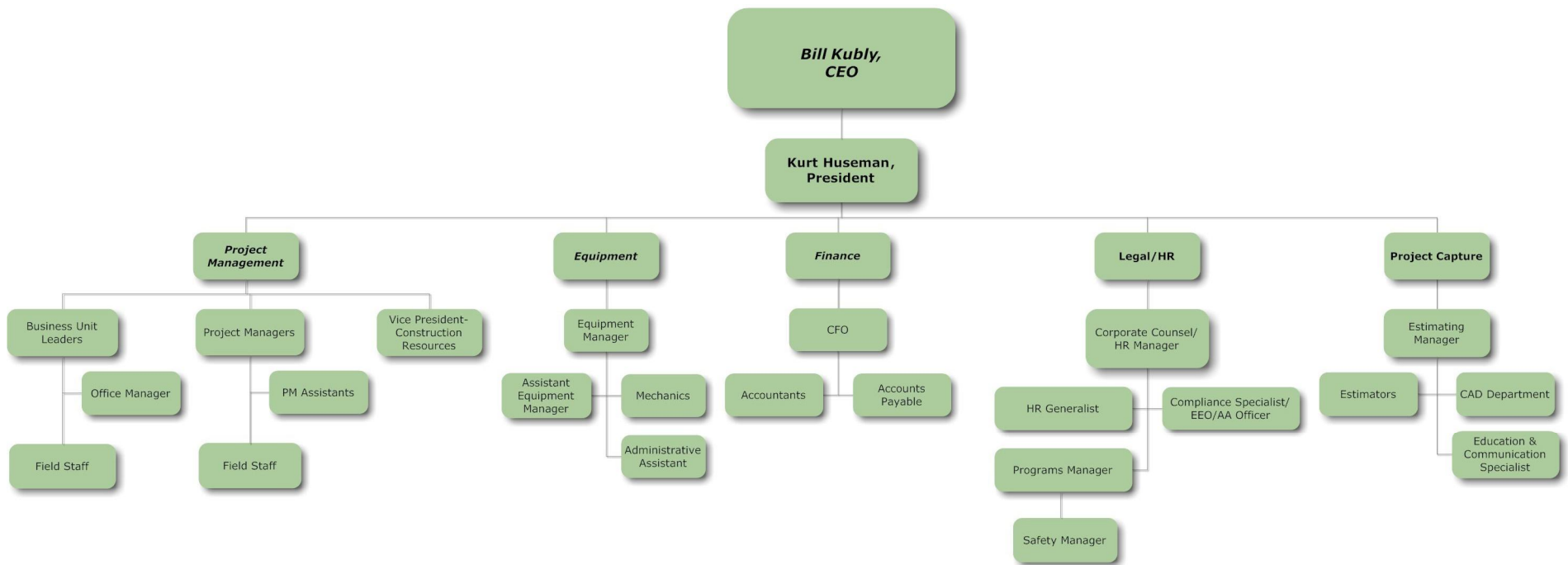
Landscapes is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Landscapes expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment. Landscapes will thoroughly and promptly investigate discrimination and harassment complaints. Employees who believe they have been subject to unlawful discrimination or harassment should immediately report the matter to Human Resources.

Employees of and applicants to Landscapes will not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation, or hearing or have otherwise sought to obtain their legal rights related to any Federal, State, or local law regarding EEO for qualified individuals with disabilities or qualified protected veterans.

As Human Resources Manager of Landscapes, I am committed to the principles of Equal Employment Opportunity. In order to ensure dissemination and implementation of equal employment opportunity and affirmative action throughout all levels of the company, I have selected Kenda Fink as the Equal Employment Opportunity (EEO) Officer for Landscapes Unlimited, LLC. As such she is responsible for coordinating our good faith efforts to comply with Executive Order 11246, Section 503, the affirmative action provisions of VEVRAA, and all applicable state and local statutes.

In furtherance of the company’s policy regarding Equal Employment Opportunity, Landscapes has developed a written Affirmative Action Program which sets forth the policies, practices and procedures which Landscapes is committed to applying in order to ensure that its policy of non-discrimination and affirmative action for qualified individuals with disabilities and qualified protected veterans is accomplished. This Affirmative Action Program is available for inspection by any employee or applicant for employment upon request, during normal business hours. Interested persons should contact Kenda Fink at 402) 423-6653 for assistance.

Rena Feilmeier
Landscapes Unlimited, LLC



Responsibilities of EEO/AA Officer

Kenda Fink, Compliance Specialist is designated as EEO/AA Officer to monitor all employment activity to ensure that our EEO/AA policies are being carried out. The EEO/AA Officer will be given the necessary top management support and staffing to fulfill the duties of the position. Those duties include, but are not limited to, the following:

1. Develop our EEO/AA policy statement and Affirmative Action Plan/Program, so that it is consistent with our policies, and so that it establishes our affirmative action goals and objectives.
2. Implement the Affirmative Action Plan/Program including internal and external dissemination of our EEO/AA policies and plan.
3. Conduct and/or coordinate EEO/AA training and orientation.
4. Ensure that our managers and supervisors understand it is their responsibility to take action to prevent the harassment of employees and applicants for employment.
5. Ensure that all minority, female, and disabled employees are provided equal opportunity as it relates to organization-sponsored training programs, recreational/social activities, benefit plans, pay and other working conditions.
6. Implement and maintain EEO audit, reporting, and record-keeping systems in order to measure the effectiveness of our Affirmative Action Plan/Program and to determine whether our goals and objectives have been attained.
7. Coordinate the implementation of necessary affirmative action to meet compliance requirements and goals.
8. Serve as liaison between our organization and relevant governmental enforcement agencies.
9. Coordinate the recruitment and employment of women, minorities, and people with disabilities, and coordinate the recruitment and utilization of businesses owned by women, minorities, and people with disabilities.
10. Coordinate employee and company support of community action programs that may lead to the full employment of women, minorities, and people with disabilities.
11. Receive, investigate, and attempt to resolve all EEO complaints.
12. Keep management informed of the latest developments in the area of EEO.

Review of Personnel Processes

Landscapes periodically reviews its personnel processes to determine whether its present procedures assure careful, thorough and systematic consideration of the qualifications of known qualified individuals with disabilities and qualified protected veterans. The review includes procedures related to the filling of job vacancies either by hire or by promotion, as well as all training opportunities offered or made available to employees.

On-the-job training opportunities and participation in training programs is encouraged and available for all employees. Additional training and mentorship programs are developed as needed.

Landscape encourages all employees to seek and prepare for promotional opportunities.

In determining the qualifications of veterans, Landscapes limits its consideration of a qualified protected veteran's military record, including discharge papers, to only that portion of the record, which is relevant to the specific job qualifications for which the veteran is being considered.

Based upon Landscapes' review of its personnel processes, Landscapes will modify the personnel processes when necessary, and will include the development of new procedures in this Affirmative Action Program to ensure equal employment opportunity.

Review of Job Qualification Standards

The physical job qualifications of all jobs have been reviewed to ensure that, to the extent that such qualification requirements tend to screen out qualified individuals with disabilities and qualified disabled veterans, job qualifications are consistent with business necessity and the safe performance of the job.

job qualification requirements were found to be job-related and consistent with business necessity and safety.

Landscapes will continue to review physical job qualification requirements whenever a job is vacated and the company intends to fill it through either hiring or promotion and will conduct a qualifications review whenever job duties change.

No pre-employment physical examinations or questionnaires are used by Landscapes' hiring process.

If at any time in the future, Landscapes should inquire into an employee's physical condition or should conduct a medical examination prior to a change in employment status, Landscapes affirms that information obtained as a result of the inquiry will be kept confidential, except as otherwise provided for in the Section 503 regulations. The results of the examination or inquiry will be used in accordance with the Section 503 Regulations.

Reasonable Accommodation to Physical and Mental Limitations

Landscapes commits to making a reasonable accommodation to the known physical and mental limitations of qualified individuals with disabilities and qualified disabled veterans, unless such accommodation would impose an undue hardship on the conduct of its business. In determining the extent of its obligation, Landscapes will consider business necessity and financial costs and expenses, among other factors.

Non-Segregated Facilities

All employee facilities provided by Landscapes shall be non-segregated. These include but are not limited to such places as rest areas, parking lots, drinking fountains and other such common facilities. Toilets and necessary changing facilities will be such that privacy is offered to both males and females.

Harassment Prevention Procedures

Employees of and applicants to Landscapes will not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation, or hearing or have otherwise sought to obtain their legal rights related to any federal, state, or local law regarding EEO for qualified individuals with disabilities or qualified protected veterans. Any employees or applicants who feel that they have been subject to harassment, intimidation, threats, coercion, or discrimination because of their disability or status as a qualified protected veteran should contact Kenda Fink at (402) 423-6653 for assistance.

External Dissemination of Policy, Outreach and Positive Recruitment

All subcontractors are sent written notification of Landscapes' Equal Employment Opportunity and Affirmative Action policy regarding the employment of qualified individuals regardless of age, gender, color, race, creed, national origin, religious persuasion, marital status, sexual orientation, political belief, disability or protected veteran status when requested.

Records are maintained of bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.

Unions, media and other appropriate community organizations are sent written notification of the company's policy and efforts to recruit minorities, women, individuals with disabilities and veterans when necessary. Notification to the appropriate entities is sent if any union referral process has impeded with the company's efforts to maintain the Affirmative Action Plan and EEO policy.

Our recruiting sources, including state employment agencies, educational institutions, veteran employment services and social service agencies are notified of employment openings when necessary and asked to recruit and refer qualified persons for job opportunities.

Landscapes participates in local job fairs sponsored by support groups for qualified individuals with disabilities and qualified protected veterans when invited.

Landscapes strives to advertise job opening in electronic media, newspapers or other publications having a circulation among minority, female, individuals with disabilities and veterans. The advertisements will include the phrase "EEO Employer/Vet/Disabled".

Landscapes encourages its present employees to refer minorities, women, individuals with disabilities and veteran applicants for employment.

When requested by an appropriate agency, Landscapes will provide information of the recruitment sources, bid solicitations, outreach efforts, notifications, advertisements, applicant records and referrals received.

Internal Dissemination of Policy

Copies of our affirmative action program will be made available for inspection to any employee or applicant upon request to promote understanding, acceptance and support. Policies are periodically re-emphasized to managers and supervisors.

Landscapes' EEO policy and the EEO poster are to be posted on bulletin boards located throughout our offices and at each construction job site.

Applicants who believe they are a qualified individual with a disability, as defined in Section 503 of the Rehabilitation Act of 1973, as amended, or who are a qualified protected veteran under the equal employment opportunity provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, are invited to identify themselves if they wish to benefit under this affirmative action program via our employee handbook. Employees may self-identify at any time.

Briefing sessions are conducted with managers and supervisors to review the applicable regulations and to discuss such affirmative action measures as training and reasonable accommodation when deemed necessary.

When making internal Equal Opportunity audits, implementation of this affirmative action program will be reviewed.

Articles and pictures regarding accomplishments of employees who are qualified individuals with disabilities and qualified protected veterans shall be included in Company publications with the individual's written consent.

Employees are advised of the company's policy and encouraged to aid in Landscapes' affirmative action efforts to ensure a fair and effective program.

Audit and Reporting Systems

The EEO Officer has the responsibility for developing and preparing the formal documents of the AAP. The EEO Officer is responsible for the effective implementation of the AAP; however, responsibility is likewise vested with each department manager and supervisor. Landscapes' audit and reporting system is designed to:

- Measure the effectiveness of the AAP/EEO program;
- Document personnel activities;
- Identify problem areas where remedial action is needed; and
- Determine the degree to which Landscapes' AAP goals and objectives have been obtained.

The following activities are reviewed at times to ensure freedom from stereotyping qualified individuals with disabilities and qualified protected veterans in any manner, including that which may limit their access to any job for which they are qualified:

- Recruitment, advertising, and job application procedures;
- Hiring, promotion, upgrading, award of tenure, layoff, recall from layoff;
- Supervisor adherence and performance
- Rates of pay and any other forms of compensation including fringe benefits;
- Job assignments, job classifications, job descriptions, and seniority lists;
- Sick leave, leaves of absence, or any other leave;
- Training, mentorships, attendance at professional meetings and conferences; and
- Any other term, condition, or privilege of employment.

Managers and supervisors are asked to report any current or foreseeable EEO problem areas and are asked to outline their suggestions/recommendations for solutions. If problem areas arise, the manager or supervisor is to report problem areas immediately to the EEO Officer. During annual reporting, the following occurs:

1. The EEO Officer will discuss any problems relating to significant rejection ratios, EEO charges, etc., with the Human Resources Manager; and
2. The EEO Officer will report the status of the Landscapes' AAP goals and objectives to the Human Resources Manager. The EEO Officer will recommend remedial actions for the effective implementation of the AAP.

Responsibility for Implementation of AAP

Responsibilities of the Equal Employment Opportunity Officer

In furtherance of Landscapes' commitment to Affirmative Action and Equal Employment Opportunity for qualified individuals with disabilities and qualified protected veterans, the EEO Officer has the responsibility for designing and ensuring effective implementation of Landscapes' AAP. His or her identify shall appear on all internal and external communications regarding Landscapes' AAP and he or she shall be given all necessary support to manage these responsibilities.

Responsibilities of Managers and Supervisors

Managers and supervisors are advised of their responsibilities under the company's AAP for qualified individuals with disabilities and qualified protected veterans and of their obligations to comply with Landscapes equal employment opportunity policy.

Training to Ensure AAP Implementation

Training of all personnel involved in the recruitment, screening, hiring, promotion, disciplinary and related employment processes, to ensure that the commitments made in Landscapes' AAP is being implemented.

Utilization Goals & Benchmarks

During this plan year, it is our goal to meet or exceed the availability percentage for women and minorities in all job groups, as identified in our availability/utilization/underutilization analysis. We will make specific good faith efforts to achieve the availability percentages for minorities or women in any job group where underutilization is identified by our analysis.

Goals are not quotas which must be met, but are instead targets reasonably attainable by means of applying every good faith effort to make all aspects of our affirmative action plan work. These goals will be reached primarily through recruiting and advertising to increase the pool of qualified minority and women applicants and through implementation of our action-oriented programs. Selections will occur only from among qualified applicants.

We will continue our efforts to recruit and retain individuals with disabilities in all levels of our workforce. The OFCCP has established a utilization goal of 7 percent of employment of qualified individuals with disabilities and for employment of protected veterans for each job group. This utilization goal is to establish a benchmark to measure the progress of our affirmative action plan.

We will make a good faith effort to meet construction goals as described by government agencies, whether we are a prime or subcontractor.

Identification of Problem Areas

An analysis of minority and female distribution within each job group will be accomplished by the means of the Workforce Analysis. An analysis of minority and female utilization within each job group is accomplished by a comparison of incumbency to availability in the defined geographical area.

We continually analyze any other areas that may impact our success, such as accessibility of our facility to the available workforce, the attitude of our current workforce towards EEO, proper posting of our EEO policy and required governmental posters, proper notification of our subcontractors or vendors, and retention of records in accordance with applicable law. We take prompt action to remedy any problems in these areas through training of staff or other methods.

Harassment Prohibited

Landscapes is committed to maintaining an enjoyable workplace. Therefore, employees and non-employees are prohibited from engaging in any form of unlawful harassment in the workplace as well as any other behavior that would be inconsistent with the spirit and intent of this policy.

Sexual harassment means unwelcome and uninvited conduct of a sexual nature, including sexual advances, propositions, pressure for sexual favors, physical contact of a sexual nature, and sexually explicit language, gestures, pictures, jokes or objects. Non-sexual harassment means conduct that is offensive or shows hostility toward an employee because of his/her race, color, religion, sex/gender, national origin, ancestry, disability, age or other characteristic protected by law, including slurs, epithets, negative labeling or stereotyping, and jokes, whether oral or written.

Harassment is unlawful when it: (1) is based on race, color, age, sex, religion, disability, pregnancy, national origin, military service, genetic information, or any other characteristic protected by law; (2) is unwelcome; (3) is severe or pervasive in nature; and (4) is made a condition of employment, unreasonably interferes with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

It is not possible to define every action or identify all words that could be interpreted as harassment. Harassment may encompass a wide range of verbal, physical and visual behaviors and may be sexual or non-sexual in nature. Each situation depends on a number of factors. In some cases, one incident will be sufficient to constitute harassment. In other cases, a pattern or series of incidents may be necessary. In addition, even if the behavior in question may not constitute harassment under this policy, it may still be inappropriate in our workplace and subject to disciplinary action.

In addition, this policy prohibits retaliation against any employee because he or she files a complaint under this policy, cooperates with any internal investigation, or otherwise pursues his or her legal rights.

REPORTING

Employees, when possible, are encouraged to inform the person responsible for the offensive behavior that the conduct is unwelcome and must stop. Any employee who is not comfortable approaching the person responsible for the offensive behavior or whose request to stop was unsuccessful is to immediately notify any or all of the following: your immediate supervisor, Human Resources or any member of senior management.

Such complaints will be promptly and objectively investigated. Confidentiality will be maintained to the extent reasonably possible under the circumstances. If Landscapes believes that a violation of this policy may have occurred or that the behavior in question was inappropriate for any reason, then it will take appropriate action, which may include disciplinary action, up to and including discharge.

Invitation to Self-Identify for Qualified Protected Veterans

1. Landscapes is a federal contractor subject to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, which requires federal contractors to take affirmative action to employ and advance in employment qualified disabled veterans and qualified protected veterans.
2. **An invitation to both (1) veterans of the Vietnam era and (2) qualified disabled veterans:** If you are a veteran of the Vietnam era or a qualified special disabled veteran, we would like to include you under our affirmative action program. If you would like to be included under the affirmative action program, please tell us. The term "veteran of the Vietnam era" refers to a person who served on active duty for a period of more than 180 days, and was discharged or released there from with other than a dishonorable discharge, if any part of such active duty occurred in the Republic of Vietnam between February 28, 1961, and May 7, 1975 or between August 5, 1964, and May 7, 1975, in all other cases. The term also refers to a person who was discharged or released from active duty for a service connected disability if any part of such active duty was performed in the Republic of Vietnam between February 28, 1961, and May 7, 1975, or between August 5, 1964, and May 7, 1975, in all other cases. The term "qualified special disabled veteran" refers to a veteran who is entitled to compensation (or who, but for the receipt of military retired pay, would be entitled to compensation) under laws administered by the Department of Veterans Affairs, for a disability rated at 30 percent or more, or rated at 10 or 20 percent in the case of a veteran who has been determined by the Department of Veterans Affairs to have a serious employment handicap. The term also refers to a person who was discharged or released from active duty because of a service-connected disability. You may inform us of your desire to benefit under the program at this time and/or at any time in the future.
3. You may inform us of your desire to benefit under the program at this time and/or at any time in the future.
4. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information provided will be used only in ways that are not inconsistent with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.
5. The information you submit will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of qualified disabled veterans, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if you have a condition that might require emergency treatment; and (iii) government officials engaged in enforcing laws administered by OFCCP, or enforcing the Americans with Disabilities Act, may be informed.
6. If you are a qualified special disabled veteran it would assist us if you tell us about (i) any special methods, skills, and procedures which qualify you for positions that you might not otherwise be able to do because of your disability so that you will be considered for any positions of that kind, and (ii) the accommodations which we could make which would enable you to perform the job properly and safely, including special equipment, changes in the physical layout of the job, elimination of certain duties relating to the job, provision of personal assistance services or other accommodations. This information will assist us in placing you in an appropriate position and in making accommodations for your disability.
7. A written copy of this Affirmative Action Program is available for inspection by any employee or applicant for employment, during normal business hours of the Lincoln Office. Interested persons should contact Kenda Fink at (402) 413-8187 for assistance.

Invitation to Self-Identify for Individuals with Disabilities

1. Landscapes is a government contractor subject to section 503 of the Rehabilitation Act of 1973, as amended, which requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.
2. If you have a disability and would like to be considered under the affirmative action program, please tell us.
3. You may inform us of your desire to benefit under the program at this time and/or at any time in the future. This information will assist us in placing you in an appropriate position and in making accommodations for your disability.
4. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information provided will be used only in ways that are not inconsistent with Section 503 of the Rehabilitation Act.
5. Information you submit about your disability will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of qualified individuals with disabilities, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if the condition might require emergency treatment; and (iii) government officials engaged in enforcing laws administered by OFCCP or the Americans with Disabilities Act, may be informed.
6. If you are a qualified individual with a disability, we would like to include you under the affirmative action program, it would assist us if you tell us about (i) any special methods, skills, and procedures which qualify you for positions that you might not otherwise be able to do because of your disability so that you will be considered for any positions of that kind, and (ii) the accommodations which we could make which would enable you to perform the job properly and safety, including special equipment, changes in the physical layout of the job, elimination of certain duties relating to the job, provision of personal assistance services or other accommodations.
7. A written copy of this Affirmative Action Program is available for inspection by any employee or applicant for employment, during normal business hours of the Lincoln Office. Interested persons should contact Kenda Fink at (402) 413-8187 for assistance.

Statement of Qualifications

FOR MULTIPLE AWARD DESIGN-BUILD CONTRACTS (MACC) FOR GOLF
COURSE IMPROVEMENT PROJECTS

LEXICON, INC. DBA HERITAGE LINKS



March 9, 2017

Sent via eBids

Ms. Rosa Isela Riego
Owner's Agent
City Of San Diego
Department of PWC – Construction
1010 Second Ave Suite 1400
San Diego, CA 92101

Dear Ms. Riego,

We are pleased to enclose our Prequalification Package for the Multiple Award Design – Build Contracts (MACC) for Golf Course Improvement Project No K-17-1558-MAC-3-C. Our documentation is based on the specifications provided in the Request for Qualifications as well as our visit during the pre-bid meeting.

We want to thank you for this opportunity and look forward to hearing from you regarding our submission.

Respectfully submitted

Jon P O'Donnell
Division President
Heritage Links, a division of Lexicon, Inc.

CC: Oscar Rodriguez, Heritage Links



Submittal Requirements and Evaluation Criteria

2.2. Identification of the Design-Builder

- 2.2.1. Lexicon, Inc. DBA Heritage Links
6707 Cypress Creek Parkway
Houston, TX 77069
- 2.2.2. Corporation formed in 1983.
- 2.2.3. Lexicon established in 1966
Heritage Links established in 1999
- 2.2.4. Heritage Links is a division of Lexicon, Inc.
- 2.2.5. Lexicon, Inc.
8900 Fourche Dam Pike
Little Rock, AR 72231
- 2.2.6. 2101 Woodbury Place
Escondido, CA 92026
- 2.2.7. Jon O'Donnell – Division President
jono@heritage-links.com
(281) 866-0909
- 2.2.8. Two (2)
- 2.2.9. Licenses:
Lexicon, Inc.
California State License Board #823300 – Class A and C27;
Expire Date – 09/30/2017

Irrigation Consultant
Brent Harvey Consulting – Brent Harvey
#RLA3879, Certification: Golf Course Irrigation Designer
Expire Date - 02/28/2019
- 2.2.10. Jon O'Donnell – Division President
jono@heritage-links.com
(281) 866-0909



2.4 Executive Summary

We are pleased to provide the City of San Diego with the proposal included herein for the Request for Qualifications for the Multiple Award Design-Build Contracts for Golf Course Improvements. Our proposal has been prepared in strict adherence to the MACC SOQ documents, attachments and addendums.

The Design-Build Team

Our design-build team is comprised of several highly qualified firms and individuals including Heritage Links, Brent Harvey Consulting, O'Day Consultants, E2 ManageTech, Lohstoh Biological Consulting, ABC Acoustics, Inc., and Loveless & Linton Consulting. Each team member offers a unique set of skills and attributes that will contribute to the timely and successful completion of the construction projects.

Heritage Links is a certified builder by the Golf Course Builders Association of America with past projects playing host to the PGA Tour, European Tour, Asian Tour, and USGA events (including the US Open). We possess the knowledge and expertise required to construct golf courses which stand up to test the best golfers in the world under rigorous tournament conditions.

Brent Harvey Consulting has completed many golf course projects similar to the size and complexity as Torrey Pines South over the past 48 months. A sample of the projects include, but not limited to; Bel-Air Country Club, USGA Senior Amateur Championship, Riviera Country Club, PGA event and 2017 USGA Amateur Championship.

Mission Statement

Our team's mission can best be summarized by three points: 1.) to complete the core goals set forth by the City of San Diego in a timely manner, 2.) to add value to the City and community through thoughtful golf design, and 3.) to embody an ethic of environmental stewardship that fosters the native landscape.

Ability to Meet the Schedule

Our team members have a proven track record of completing projects of this scale on time and on budget. As a division of Lexicon, Inc., a large industrial contracting company based in Little Rock, Arkansas, Heritage Links has the support of a strong corporation capable of providing the resources necessary to complete projects of any size and complexity. These resources include the personnel and equipment necessary to complete the construction, as well as the financial, accounting, legal, human resources, and safety support as deemed necessary. Examples of our recent successes is the renovation of the Trump National Doral – Blue Monster Golf Course and



La Gorce Country Club in Miami Beach, Florida. Doral was a venue for the World Golf Championships Cadillac Championship. Heritage Links, in conjunction with the PGA Tour, led an unprecedented renovation of the historic golf course in just five months, reopening on time and on budget to critical acclaim. La Gorce Country Club is a high-end luxury private membership course on Miami Beach that was completed from March 2016 to October 2016.

2.6 Organization, Experience, and Key Personnel

2.6.1 Golf Course Contractor; *Lexicon, Inc. DBA Heritage Links*

General History of the Firm

Heritage Links is a certified builder by the Golf Course Builders Association of America. Being a certified builder indicates that Heritage Links is one of the few companies at the pinnacle of the industry and has achieved the highest standard within the golf course construction industry over the past five years. The golf courses Heritage Links has been associated with have been some of the best-known and the most recognizable in the world. Heritage Links was the recipient of the *Builders Excellence Award* by Golf Industry in 2007 and 2008 for their work associated with Liberty National and Chambers Bay, among many other awards and recognitions. Heritage Links is headquartered in Houston, Texas and has satellite offices in Lincoln, Nebraska and Escondido, California. All of our direct project management and supervision are based from these locations. Our corporate office, Lexicon, Inc., is based out of Little Rock, AR.

Firm Profile

- Lexicon, Inc. established in 1966; Heritage Links established in 1999
- Corporation formed in 1983 in Arkansas
- California State License Board #823300 – Class A and C27
- Lexicon, Inc. corporate office located at 8900 Fourche Dam Pike, Little Rock, AR 72206
- Heritage Links located at 6707 Cypress Creek Parkway, Houston, TX 77069
- San Diego County office located at 2101 Woodbury Place, Escondido, CA 92026

The dedication to the industry is something Heritage Links has realized is important and is proud of having over 75 years of golf course experience within the management of the company. This dedication is also shown in the attention to detail of every project approached and the quality of workmanship that has been completed on their golf courses. Heritage Links recent projects include the following:

- Trump National Doral – Blue Monster, past venue for the PGA Tour’s World Golf Championships Cadillac Championship
- The Golf Club at Dove Mountain, past venue for the PGA Tour’s Accenture Match Play Championship
- Chambers Bay, the venue for the USGA’s 2010 U.S. Amateur & 2015 U.S. Open Championship



- Liberty National, past and future venue for the PGA Tour's FedEx Cup; 2009-2013 Barclay's Championship; and venue for 2017 Presidents Cup.
- Rockwood Golf Course – championship municipal golf course for the City of Fort Worth, TX
- La Gorce Country Club – high-end luxury membership course in Miami Beach, FL

Heritage Links knows the importance of each project that is approached and the value that it adds to our customers and them trusting us with their very important golf course asset. These assets are complex to develop and are expensive and will be enjoyed by many people for decades and Heritage Links appreciated the opportunity of being involved.

Project Approach

Quality Control / Quality Assurance

Every Heritage Links project is managed by a team of experienced on-site and off-site professionals. The day-to-day operations of the project is run by a qualified construction superintendent who is responsible for the on-site supervision of tasks, including continual quality control and assurance of construction methods and materials. This person is also responsible for the direct management of on-site subcontractors and coordination of other direct contractors with the owner who are also working on-site.

A devoted project manager is assigned to each project and is responsible for the overall management of the project and supervises the on-site construction superintendent. The project manager will regularly make scheduled visits to ensure the quality of work is maintained. The project manager will also be the primary facilitator of communications between the contractor, owner, shaper, and architect. They will be responsible for conducting progress meetings, budget, schedule tracking, evaluation, award and control of subcontractors, and liaison for materials and equipment suppliers. They will also be responsible for site logistics and resource coordination.

The project manager will report directly to the Division President. Unlike some other contractors, the executive staff of the company is thoroughly involved in the management of its projects at all levels. We have found that a team approach through direct and open communication of all management levels provides for the most successful and highest quality projects.

Control Measures

We use a variety of measures and practices to ensure quality, schedules, and budgets are controlled. These measures include standard practices in the field as well as the use of sophisticated computing software to track schedules, budgets, and resources.

For overall project tracking we rely heavily on computer software and programs. This includes programs such as AutoCAD, Microsoft Project, GPS Pathfinder Office, Groundwater Solutions, Excel, and many others. The advantages of technology allow us to rapidly disseminate and



evaluate information of schedules, budgets, resource allocation and, thus, overall quality control and assurance.

The project management and executive staff maintains daily communication with our site supervisors and employees to maintain a thorough knowledge of the work performed and the conditions of the site. These items combined allows us to easily and fluidly report matters to the entire team in a timely manner. You will find the lines of communication within Heritage Links are always open, whether in person, by phone, or email.

Management Approach and Services

Our approach to managing the golf course construction will be that outlined in the previous paragraphs for quality and control measures, with the concept of construction superintendent, project manager, and company executive forming the “team” with the owner, architect, and shaper. Our management team has extensive experience working in conjunction with and managed numerous projects with independent shapers. Due to the size, scope and complexity of the project, it will require a true team approach where each member works together to achieve the overall goal.

With that in mind, Douglas Wright and Tim Hubbard will fill the role of project manager(s). Together they possess more than thirty years of industry experience. As a civil engineer by training, Doug has the technical expertise and knowledge required for the extensive earthwork, drainage, and civil aspects of the work. Tim Hubbard is an irrigation and project management professional who understands the demands of difficult working conditions and excels in these matters. Both have adept knowledge of estimating, scheduling, budgeting, and progress tracking, and are excellent communicators and facilitators. Their primary responsibility will be supporting roles for our on-site superintendent, ensuring that the correct resources are made available and handling the project logistics. They will also be responsible for communications with the architect, shaper, and owner. Other obligations will include project administrative duties such as invoicing and accounting, as well as subcontract coordination and control.

Division President Jon O’Donnell and Vice President Oscar Rodriquez comprise the final level of management for the project. They will provide direct oversight to all levels of employees and will be thoroughly involved in each aspect of the project, include contract negotiations, project startup, progress tracking, and owner/architect communication, among many others.

References

1. Greg James – Director of Agronomy
Liberty National Golf Club
8 Linden Ave. East
Jersey City, NJ 07305
Phone: (201) 780-9595; Email: greg.james@libertynationalgc.com
2. Shawn Westacott – Golf Course Superintendent
Maridoe Golf Club - Dallas



2525 Country Club Drive
Carrollton, TX 75006
Phone: (972) 416-2131; Email: shawn@maridoe.com

3. Tony Tipton – Director of Public Works
Chambers Bay Golf Course – Pierce County
9850 64th St. West
University Place, WA 98467
Phone: (253) 377-8123; Email: tтиpton@co.pierce.wa.us

2.6.3 Golf Course Shaper and Construction Specialist; *Lexicon, Inc. DBA Heritage Links*

Shaping and Construction Services

Heritage Links has the ability to self-perform every aspect of golf course construction. This includes, but is not limited to, site clearing, mass excavation, shaping, drainage and irrigation installation, feature construction (building of greens, bunkers and tees), finish shaping and plant preparation, grass planting and installation, cart path and roadway construction, landscaping and many other aspects. In order to complete these tasks we may employ over 250 individuals at a given time depending on the project and current workload. With that being said, we also recognize the correct timing and opportunity to subcontract items when it is in the interest of the client and company and we have established reputations with a plethora of industry contractors to fit this requirement if necessary.

2.6.4. Golf Course Irrigation Designer; *Brent Harvey Consulting*

In addition to being the Golf Course Irrigation Designer for Torrey Pines North General Development Plan, Brent Harvey Consulting has provided the golf course irrigation design for many recent golf course projects that have hosted USGA and PGA Tour events. A sample of the projects include, but not limited to; Bel-Air Country Club, USGA Senior Amateur Championship, Riviera Country Club, PGA event and 2017 USGA Amateur Championship, The Gallery South Course, PGA event, Trilogy at La Quinta, PGA event, Tucson National, PGA event, San Diego Country Club, 2017 USGA Women's Amateur Championship, Monterey Peninsula Country Club, 2017 AT&T Pro-Am.

Current PGA Experience

Brent Harvey Consulting has completed many golf course projects similar to the size and complexity as Torrey Pines South over the past 48 months. A sample of the projects include, but not limited to; Bel-Air Country Club, USGA Senior Amateur Championship, Riviera Country Club, PGA event and 2017 USGA Amateur Championship. Our relationship with both The Riviera Country Club and Bel-Air Country Club is ongoing. We are currently underway designing the irrigation system improvements for the Bel-Air Country Club golf course renovation designed Tom Doak of Renaissance Golf Design.



Completed Courses

Brent Harvey Consulting has completed many golf course projects similar to the size and complexity as Torrey Pines South over the past 48 months, utilizing HDPE piping. A sample of the projects include, but not limited to, Vintage Club, Rancho Mirage, CA, Sand Point Country Club, Seattle, WA, Lakeside Golf Club, Burbank, CA, Santa Ana Country Club in Santa Ana, CA, Rolling Hills Country Club, Rolling Hills Estates, CA, Montecito Country Club, Santa Barbara, CA.

Our most recent completed project is Santa Ana Country Club, in Santa Ana, CA. This exciting project included complete HDPE piping of both mainline and laterals. The new irrigation system includes 67 acres of turf and 39 acres of native landscape. The system includes the very latest in water management tools, including on-site weather station, single-head control, central control system mapping, handheld device interface, and more. It is a model for California golf course water management. Every sprinkler head was designed and staked using modern engineering and survey equipment. This results in unequal spacing and uniform coverage. We are also able to use these tools to limit the throw of water onto sensitive areas like greens and non-irrigated golf course edges.

We also recently completed a new HDPE complete replacement project at Monterey Peninsula Country Club, in Monterey, CA. This new irrigation system includes 61 acres of turf and 30 acres of native vegetation. The system includes the very latest in water management tools, including on-site weather station, single-head control, central control system mapping, handheld device interface, and more. It is a model for California golf course water management. Every sprinkler head was designed and staked using modern engineering and survey equipment. This results in unequal spacing and uniform coverage. We are also able to use these tools to limit the throw of water onto sensitive areas like greens and non-irrigated native areas.

We are also nearing completion of the Rolling Hills Country Club renovation project in Rolling Hills Estates, CA. This Toro based 2-wire system is also all HDPE. The irrigation system includes 87 acres of turf and 55 acres of native landscaping. This system also includes the very latest in water management tools, including on-site weather station, single-head control, central control system mapping, handheld device interface, and more. This Toro system also includes the Turf Guard system of remote monitoring of moisture, salinity, and temperature. Every sprinkler head was designed and staked using modern engineering and survey equipment. This results in unequal spacing and uniform coverage. We are also able to use these tools to limit the throw of water onto sensitive areas like greens and non-irrigated golf course edges.

2.6.6. Registered Civil Engineer; *O'Day Consultants*

O'Day Consultants is a SDVOSB, DVBE, SLBE and SBE certified full-service civil engineering and land surveying firm with 34 years of experience. Our firm offers comprehensive, client-based, professional civil engineering, design, surveying and consulting services. We have provided



designs, construction documents and additional services on public works, utilities, residential, industrial, commercial, state and federal projects.

Since 1981, we have successfully worked with local government agencies, military bases, general contractors, architects, private developers, and other consulting firms on many public, private, and government projects.

Certifications

- SDVOSB - Federal Government
- DVBE - State of California
- SBE - State of California
- SLBE - City of San Diego

Key Information:

- CA License No. 60223
- DUNS: 107573768
- CAGE: 69MK0
- NAICS: 541330, 541340, 541370
- SIC: 8711, 8713
- DVBE: 42651
- CFedS: 1531

2.6.7. Construction General Permit Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP) and Qualified SWPPP Developer (QSD); *E2 ManageTech*

E2 ManageTech, Inc. (E2) is an environmental and engineering consulting firm. We provide the expertise and experience for superior management, technology and engineering-based approaches to address diverse and challenging environmental, compliance and health & safety requirements. E2's client base consists of local and state government, municipalities and private sector notables. Headquartered in Long Beach, California, our 45+ employees are located nationwide.

Our specialties include the following three business practices:

- Site Assessment and Remediation
- Environmental Compliance and Documentation
- Environmental Management Information Systems

E2 provides clients with a broad range of environmental engineering and related science services, program management resources and compliance expertise.



Phase I & Phase II Assessments

Environmental due diligence has become the norm for property transactions. As an advocate for our clients' interests, we provide expert guidance to lenders, developers, buyers, and sellers for the acquisition, divestiture, or ownership of potentially contaminated property.

Remediation System Design, Installation and Optimization

E2 successfully conducts remedial studies and designs. Our experts oversee clean-up actions at active and abandoned waste sites, landfills, aboveground and underground storage tanks, and chemical and petroleum processing facilities.

Brownfields Redevelopment

For underutilized properties due to environmental contamination and city blight, E2 provides development and redevelopment services including Brownfields grant application writing, area-wide assessments, and grant program management.

Environmental Compliance Documentation

E2 prepares environmental compliance documentation including CEQA/NEPA; biological resource assessments; federal and California Endangered Species Act compliance; regulatory permitting and compliance.

Multi-Media Compliance

E2 brings expertise to construction project compliance and permitting activities in the private and public sectors (permitting, SPCC, SWPPP) and with start-up and operation of new or existing facilities.

Environmental Management Information Systems

E2 can help you design and implement an EMIS to improve operational performance and better manage compliance obligations. Our staff of environmental, health & safety collaborate with information technology professionals to bridge the gap between environmental and information systems.

- Phase I & Phase II Site Assessments
- Remediation System Design, Installation and Optimization
- Brownfield Redevelopment
- CEQA / NEPA Documentation



- Stormwater/Wastewater Compliance
- Program Management
- Air Quality Compliance and Modeling
- Grant Writing, Procurement, Program
- Development and Management
- Construction Support
- Litigation Support
- Sustainability Program Development
- Environmental Management
- Information Systems

Licensing

Garret D. Williams, CPSWQ, QSD/P, Consulting Professional
Qualified Stormwater Developer and Practitioner Certification QSD/QSP #24685

2.6.8. Surveyor; *O'Day Consultants*

As a full-service civil engineering and land surveying firm, we offer extensive services to the Public, Private and Federal sectors for a wide range of projects. A list of our services can be found below:

- CA License No. 8904
- ALTA Surveys
- Field Surveys
- Boundary & Property Surveys
- Topographic Surveys
- Geodetic Control Surveys
- GPS Surveying
- Site Resource Surveys
- Records of Survey & Corner Records
- Monumentation
- Parcel & Subdivision Maps
- Project “As-Builts”
- Legal Descriptions
- Easements & Plats
- Construction Staking
- GIS Services



Certifications

- SDVOSB - Federal Government
- DVBE - State of California
- SBE - State of California
- SLBE - City of San Diego

Key Information:

- DUNS: 107573768
- CAGE: 69MK0
- NAICS: 541330, 541340, 541370
- SIC: 8711, 8713
- DVBE: 42651
- CFedS: 1531

2.6.9. Environmental Consultants

2.6.9.1. Biologist; *Lohstroh Biological Consulting*

Background

- Over 17 Years of Experience
- Insured for Professional & General Liability
- Certified California Micro Business (#1752905)
- Certified City of San Diego Emerging Local Business Enterprise (ELBE #13LB0916)
- U.S. Fish and Wildlife Service Recovery Permit No. TE-063608-5

Mr. Lohstroh is the sole proprietor and Principal Biologist of Lohstroh Biological Consulting, a small, San Diego-based firm established in 2010. Mr. Lohstroh is a USFWS-permitted biologist and has over 16 years of expertise in Southern California ecology. He has successfully completed and managed a wide variety of projects including those focused on wildlife surveys, habitat assessments, exotic predator control programs, and large construction projects requiring coordination of subcontracted biological monitors. Mr. Lohstroh is experienced in writing biological assessments and technical reports, conducting wetland delineations, habitat restoration, rare plant surveys, vegetation mapping, pitfall trapping, and environmental impact analysis. Mr. Lohstroh has also participated in several research projects focusing on the flora and fauna of southern California, including the Long Term Ecological Monitoring Project on Marine Corps Air Station Miramar, the Bird and Plant Atlas Projects with the San Diego Natural History Museum, and the Desert Tortoise Reproductive Study conducted by the Biological Research Division of the U.S. Geological Survey. Mr. Lohstroh also regularly conducts nesting bird surveys for large scale projects, including the Tactical Infrastructure Maintenance and Repair Project along the International Border, SDG&E Wood to Steel, and the recently completed Sunrise Power Link.



Areas of Expertise

- Special Status Species Surveys, Habitat Assessment, Monitoring and Research
- Wetland Delineation
- Nesting Bird Surveys (MBTA Compliance)
- Biological Opinion Compliance
- Construction Monitoring
- Vegetation Mapping
- Rare Plant Surveys
- Environmental Impact Analysis
- Non-native Species Eradication

2.6.10. Acoustician; *ABC Acoustics, Inc.*

ABC Acoustics, Inc. (ABC) is a testing, engineering and consulting firm specializing in noise control (San Diego ELBE/SLBE Certified #11AB0463). ABC serves clients throughout the globe. We provide acoustical designs, noise impact studies, noise abatement plans, and Acoustical Analysis Reports (AAR) to municipalities, military, multi-national corporations, small companies & private individuals.

ABC has advised clients on more than 2,000 projects, many from conceptual design through final testing. As a full-service forensics firm, ABC provides testing, analysis and expert witness testimony to the legal community.

A growing need for a competent and reliable acoustical firm in Southern California resulted in the establishment of ABC Acoustics, Inc. (ABC) in 1985. ABC is a noise-control, research, testing, engineering, and consulting firm with access to state-of-the-science technology and technical personnel with extensive experience in Architectural, environmental, Industrial, and Legal Acoustics. We develop computer programs and provide private companies and agencies in U.S.A., Canada, and Mexico with legal representation, guidelines, and acoustical analysis reports.

2.6.11. Archaeologist; *Loveless & Linton Consulting – Rebekah Loveless M.A., RPA*

Background

Ms. Loveless has nearly 10 years of field and lab experience in cultural resources management with 10 years of human osteology (bone identification) experience in San Diego and Imperial Counties. She is a Registered Professional Archaeologist (RPA) with an expertise in regulatory compliance, archaeological field work, cultural sensitivity and human osteology and exceeds the Secretary of the Interior's standards for archaeology. Her diverse roles in many archaeological projects has led her to be well trained in many aspects of the profession.



Performance duties include project management, surveys, monitoring, artifact identification and analysis, cataloging, site assessment, testing, excavation, program development, Native American consultation and coordination, bone identification, and mitigation development. Ms. Loveless is also responsible for writing documents compliant under the California Environmental Quality Act (CEQA) and the National Historic Preservation Act (NHPA). She has worked on both private and public agency projects, including BLM, City of San Diego, San Diego Medical Examiner, San Diego Gas & Electric, local Tribal Governments and regularly communicates with the Native American Heritage Committee (NAHC). She continues to work closely with clients and Tribal representatives to develop mitigation measures that are agreeable to all parties and conducive to project development while upholding the utmost respect and sensitivity for the resources and the people involved.

With an understanding of environmental regulations and a passion for cultural concerns and project success, Ms. Loveless has developed relationships with all involved parties to cohesively and successfully complete projects of varied sizes and at all stages of development. Duties and responsibilities regularly fulfilled include project mitigation, monitoring, excavation, data collection, project management, peer review and authoring compliance documents.

Expertise

- San Diego Archaeology
- Archaeological Methods
- Human Osteology (Bone ID)
- Project Management
- Regulatory Compliance and Mitigation

Professional Certifications and Recognitions

- Registered Professional Archaeologist (RPA)
- San Diego City Approved Archaeological Monitor
- Uniquely recognized by Kumeyaay Cultural Repatriation Committee (KCRC) as able to pre-sort, coordinate and handle to identification process of Human Remains
- Recognized by San Diego Medical Examiner's Office, Imperial Valley Coroner and contracted Forensic Anthropologist for ability to aid in the identification and coordination of identification of archaeological human remains

Professional Training Association of Environmental Professionals (AEP):

- CEQA/NEPA and NAGPRA compliance training
- Museum of Man Personnel, San Diego: Archaeological Human Bone Identification
- San Diego Mesa College, San Diego: American Board of Forensic Anthropology Bone Identification
- Arizona State University: Identification of Archaeological Human Remains
- California Fish and Wildlife: Flat Tail Horned Lizard handling



2.6.12. Native American Monitor; *Loveless & Linton Consulting – Brandon Linton*

Mr. Linton 15 years of experience in the field of cultural resources management, working as both a Native American monitor, and archaeologist. Specializations include Native American cultural resources and concerns, Human Osteology, Cultural compliance, tribal lands. He is an active tribal member of the Mesa Grande Band of Diegueño Indians of San Diego, CA.

As former founding partner of a very successful Native American Monitoring company, he has been responsible for an array of tasks that include project development, cultural coordination and consultation, field work, project management, artifact analysis, and repatriation. He developed is archaeological skills by working with archaeologists and participating in all stages of archaeological field work including planning, survey, excavation, recordation, and analysis. He is familiar with all governing compliance regulations including California Environmental Quality ACT (CEQA), Native American Graves and Repatriation Act (NAGPRA), Senate Bill 18 (SB18), Assembly Bill 52 (AB52), Health and Safety Code (HSC) 7050.5 and relating regulatory codes.

Currently Mr. Linton is active in the cultural resources management field in San Diego, CA, continuing to assist with project design, mitigation and mediation, participating in archaeological filed work and monitoring construction activities in both public and private sectors.

Expertise

- Cultural Landscape Analysis
- Artifact Analysis
- Project Design
- San Diego Native American History
- Human Osteology (Bone ID)
- Tribal Lands
- Native American/Archaeological
- Regulatory Compliance and
- Mitigation

Professional Experience

- Loveless & Linton Consulting Lead Native American Monitor/ Tribal Liaison San Diego, CA. 2013-Present
- Red Tail Monitoring and Research Lead Native American Monitor/Archaeologist/ Project Development Santa Ysabel, CA 2004-2009
- Pechanga Indian Reservation Project Manager/Lead Tribal Monitor Temecula, CA 2000-2004

Professional Recognitions

- San Diego City approved Archaeological and Native American Monitor



2.6.13. Paleontologist; *Loveless & Linton Consulting – Tom Deméré, Ph.D.*

Dr. Deméré has worked as a professional paleontologist since 1974 and has been with the San Diego Natural History Museum since 1979. Since 1994, Tom has served as Curator of Paleontology and Director of PaleoServices at the Museum. As Director of PaleoServices, Tom has served as principal paleontologist and project manager for hundreds of paleontological resource projects ranging from initial resource assessments, through impact evaluation, to actual

impact mitigation. Although the majority of this work has been with residential, commercial, and roadway projects within San Diego County, it has also involved a number of water, sewer, natural gas pipeline, and utility transmission line projects throughout the southern California area.

Dr. Deméré has worked extensively with Caltrans (District 11) and has managed paleontological mitigation projects ranging from onramp improvements and shoulder widening to construction of new freeways. He has also prepared numerous Paleontological Identification Reports, Paleontological Evaluation Reports, Paleontological Mitigation Plans and Paleontological Mitigation Reports for various Caltrans projects. Dr. Deméré has served as principal paleontologist and report writer for many power generation and transmission line projects and is well versed in the permitting and approval requirements of state agencies (California Energy Commission, California Public Utilities Commission, and California State Parks) and federal agencies (Bureau of Land Management, National Forest Service, and national Park Service) having jurisdiction oversight of such projects..

Certifications

- Qualified Paleontologist: City of San Diego, County of San Diego
- Approved Paleontological Consultant: County of Riverside
- Certified Paleontologist: County of Orange

Professional Experience

- Curator; Department of Paleontology, San Diego Natural History Museum (SDNHM), 1994 to present.
- Director, Department of PaleoServices, SDNHM, 1995 to present.
- Lecturer, Department of Geological Sciences, SDSU, 2008 to present.
- Interim Director; Biodiversity Research Center of the Californias, SDNHM, 2001 - 2005.
- Interim Director; Research and Collections Division, SDNHM, 1994 - 1997.
- Adjunct Faculty, Department of Biology, San Diego State University (SDSU), 1995 to present.
- Adjunct Faculty, Department of Geological Sciences, SDSU, 1995 to present.
- Assistant Curator; Department of Paleontology, SDNHM, 1992 - 1994.
- Collections Manager; Department of Paleontology, SDNHM, 1984 - 1992.
- Curatorial Assistant; Department of Paleontology, SDNHM, 1979 - 1984.



- Micropaleontologist; Anderson, Warren & Associates, Inc., San Diego, CA, 1973 - 1978.

Professional Memberships

- Society of Vertebrate Paleontology
- Paleontological Society
- Society for Marine Mammalogy

2.7 Equal Employment and Contracting Opportunity

2.7.2. Equal Opportunity Assurances

Lexicon, Inc. is an equal opportunity employer. It is the policy of the Company to assure equal employment opportunity in all personnel actions taken. Therefore, all personnel actions and decisions will be made without regard to an individual's race, religion, color, national origin, sex, age, disability, genetic information, or other legally protected status. Personnel decisions as referred to in this section include, but are not limited to, decisions regarding recruitment and selection of employees, training programs, promotions, layoffs, and terminations, as well as administration of compensation and benefits.

Lexicon is in the process of joining with the American Institute of Steel Construction regarding an internship program.

Lexicon is committed to use local resources to hire, train, and promote a diverse workforce. Our recruiters will network in a wide array of communities. By doing so, we expect to reach a diverse group of possible candidates. Some workforce resources will include:

- Community agencies and organizations
- Community events
- Professional associations
- Colleges and universities
- Education field – urban teach programs
- Job fairs



2.7.3. Subcontractor Documentation



City of San Diego

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).

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: [X] Construction [] Vendor/Supplier [] Financial Institution [] Lessee/Lessor
[] Consultant [] Grant Recipient [] Insurance Company [] Other

Name of Company: Lexicon, Inc.

ADA/DBA: Heritage Links

Address (Corporate Headquarters, where applicable): 8900 Fourche Dam Pike

City: Little Rock County: Pulaski State: AR Zip: 72206

Telephone Number: (501) 490-4200 Fax Number: (501) 490-4411

Name of Company CEO: Patrick Schueck

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 2101 Woodbury Place

City: Escondido County: San Diego State: CA Zip: 92026

Telephone Number: (760) 539-6263 Fax Number: (501) 490-4411

Type of Business: Golf Course Construction Type of License: Class A and C27

The Company has appointed: Danna Gaunt

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 8900 Fourche Dam Pike

Telephone Number: (501) 490-4200 Fax Number: (501) 490-4411

- [X] One San Diego County (or Most Local County) Work Force - Mandatory
[] Branch Work Force *
[] Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Lexicon, Inc.

(Firm Name)

Pulaski, Arkansas hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 17th day of March, 2017

[Signature]

(Authorized Signature)

JON P. O'DONNELL

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Lexicon, Inc. DATE: 3/8/17

OFFICE(S) or BRANCH(ES): Heritage Links COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

| ADMINISTRATION OCCUPATIONAL CATEGORY | (1) Black | | (2) Hispanic | | (3) Asian | | (4) American Indian | | (5) Filipino | | (6) White | | (7) Other Ethnicity | |
|---|--------------|-----|-----------------|-----|--------------|-----|---------------------------|-----|-----------------|-----|--------------|-----|---------------------------|-----|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Management & Financial | | | 1 | 1 | | | | | | | | | | |
| Professional | | | | | | | | | | | | | | |
| A&E, Science, Computer | | | | | | | | | | | | | | |
| Technical | | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | | |
| Administrative Support | | | | | | | | | | | | | | |
| Services | | | | | | | | | | | | | | |
| Crafts | | | | | | | | | | | | | | |
| Operative Workers | | | | | | | | | | | | | | |
| Transportation | | | | | | | | | | | | | | |
| Laborers* | | | | | | | | | | | | | | |

*Construction laborers and other field employees are not to be included on this page

| | | | | | | | | | | | | | | |
|--------------------|--|--|---|---|--|--|--|--|--|--|--|--|--|--|
| Totals Each Column | | | 1 | 1 | | | | | | | | | | |
|--------------------|--|--|---|---|--|--|--|--|--|--|--|--|--|--|

Grand Total All Employees

2

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Non-Profit Organizations Only:

| | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors | | | | | | | | | | | | | | |
| Volunteers | | | | | | | | | | | | | | |
| Artists | | | | | | | | | | | | | | |

WORK FORCE REPORT – Page 3

NAME OF FIRM: Lexicon, Inc.

DATE: 3/8/17

OFFICE(S) or BRANCH(ES): Heritage Links

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

| TRADE OCCUPATIONAL CATEGORY | (1) Black | | (2) Hispanic | | (3) Asian | | (4) American Indian | | (5) Filipino | | (6) White | | (7) Other Ethnicity | |
|--|--------------|-----|-----------------|-----|--------------|-----|---------------------------|-----|-----------------|-----|--------------|-----|---------------------------|-----|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Brick, Block or Stone Masons | | | | | | | | | | | | | | |
| 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 | | | | | | | | | | | | | | |
| Workers, Extractive Crafts, Miners | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Totals Each Column | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|



Financial Reference



Mark Murphy
Vice President

March 8, 2017

Ms. Rosa Isela Riego
Owner's Agent
City Of San Diego
Department of PWC – Construction
1010 Second Ave Suite 1400
San Diego, CA 92101

Dear Ms. Riego,

Lexicon, Inc. and its subsidiary Heritage Links have maintained a banking relationship with US Bank since 1996. Lexicon, Inc. maintains a medium seven figure average deposit balance with US Bank and a mid-eight figure Line of Credit. All accounts are handled as agreed.

If additional account information is required, please contact my office directly.

Sincerely,

Mark Murphy

Mark Murphy
Vice President
US Bank
One Riverfront Place
North Little Rock, AR 72114
501-688-1257
mark.murphy2@usbank.com



Litigation History Report

LEXICON, INC.
LITIGATION REPORT FOR LAST 5 YEARS
AS OF NOVEMBER 21, 2016

| <u>Date Commenced</u> | <u>Docket/Case Number</u> | <u>Court/Forum</u> | <u>State</u> | <u>Plaintiff</u> | <u>Defendant</u> | <u>Subject Matter</u> | <u>Amount In Controversy</u> | <u>Disposition</u> |
|-----------------------|---------------------------|---|--------------|----------------------------------|---|---|------------------------------|-------------------------|
| 05/24/12 | 2012-0073 | Humphreys County Circuit Court | Mississippi | TCCS, LLC | Lexicon, Inc., D/B/A L-Con Constructors | Subcontractor's action on an open account | \$ 47,260.00 | Confidential settlement |
| 06/03/13 | 13-272-KD-C | U.S.D.C. - Southern Dist. - Southern Div. | Alabama | National Steel City, LLC | Outokumpu Stainless USA, LLC | Erector's breach of contract action against owner of project for which Lexicon fabricated structural steel | 9,048,406.00 | Confidential settlement |
| 04/29/16 | 21913/RD | International Court of Arbitration | - | voestalpine Texas, LLC | Lexicon, Inc. | Owner sought declaratory judgment that it was not liable under change order requests. Lexicon counterclaimed seeking amounts due. | 40,268,397.22 | Confidential settlement |
| 10/04/16 | 31-CV-16-2832 | Itasca County Ninth Judicial District | Minnesota | A.W. Kuettel & Sons, Inc. et al. | Essar Steel Minnesota LLC et al. | Lien foreclosure action in which Lexicon filed a cross claim seeking foreclosure of its lien | 1,668,544.48 | Pending |
| 11/01/16 | 31-CV-16-2995 | Itasca County Ninth Judicial District | Minnesota | TrueNorth Steel, Inc. | Essar Steel Minnesota LLC et al. | Lien foreclosure action in which Lexicon will file a cross claim seeking foreclosure of its lien | 1,668,544.48 | Pending |



Change Order History for Doral, Rockwood, and La Gorce

LEXICON, INC.
Change Order Log Report

Job: 700-7126 BLUE MONSTER GOLF COURSE Customer: TRUMP ENDEAVOR 12 LLC

| | | | | | |
|---|--------------|-------------------|--------------|-------------------|--|
| Current Contract Status -- Through Issued C.O. Number: | | | | | |
| Original Contract: | 7,600,000.00 | Approved Changes: | 50,000.00 | Proposed Changes: | |
| Executed Changes: | 481,265.60 | Revised Contract: | 8,131,265.60 | Rejected Changes: | |
| Executed Contract: | 8,081,265.60 | | | | |

| CO Number / Description | Date Originated | Status | Date Approved | CO Amount | Days Increase |
|---|--|------------|------------------|-------------------|------------------|
| Executed Change Orders | | | | | |
| 01 | RESORT LAKE FILL/HOLE#7LAKE EX | E 1 | 05/06/13 | 105,000.00 | |
| 02 | CANAL/DRAINAGE CONSTRUCTION | E 1 | 05/08/13 | 114,975.00 | |
| 03 | NEW LAKE HOLE#2/DRAIN PIPE PLN | E 1 | 05/06/13 | 95,000.00 | |
| 04 | ADDED GRASS PREP; HAND PLANTIN | E 1 | 07/29/13 | 132,109.00 | |
| 05 | ADDL WORK @ HOLE #14 | E 1 | 08/29/13 | 42,500.00 | |
| 06 | CANAL WORK/RE-LOCATION OF CART | E 1 | 09/01/13 | 138,000.00 | |
| 06A | ADDITIONAL SOD QUANTITIES | E 1 | 11/30/13 | 66,944.97 | |
| FINAL | FINAL SETTLEMENT TO CONTRACT | E 1 | 04/25/16 | -213,263.37 | |
| | Executed Change Orders Total: | | | 481,265.60 | |
| | Executed CR's that do not have any CO detail: | | | 0.00 | |
| | Executed Changes Total: | | | 481,265.60 | |
| Approved Change Orders | | | | | |
| 07 | ADDL WORK SCORECARD | A APPROVED | 08/01/14 | 50,000.00 | |
| | Approved Change Orders Total: | | | 50,000.00 | |
| | Approved CR's that do not have any CO detail: | | | 0.00 | |
| | Approved Changes Total: | | | 50,000.00 | |
| Total for Job: 700-7126 BLUE MONSTER GOLF COURSE Customer: TRUMP ENDEAVOR 12 LLC | | | | 531,265.60 | 0 |

LEXICON, INC.
Change Order Log Report

Job: 700-7178 ROCKWOOD GOLF COURSE Customer: CITY OF FORT WORTH

| | | | | | |
|--|-------------------|-------------------|---------------------|-------------------|--|
| Current Contract Status -- Through Issued C.O. Number: | | | | | |
| Original Contract: | 4,488,307.90 | Approved Changes: | 0.00 | Proposed Changes: | |
| Executed Changes: | <u>232,296.61</u> | Revised Contract: | <u>4,720,604.51</u> | Rejected Changes: | |
| Executed Contract: | 4,720,604.51 | | | | |

| CO Number / Description | Date Originated | Status | Date Approved | CO Amount | Days Increase |
|-------------------------------|--|--------|------------------|--------------------|------------------|
| Executed Change Orders | | | | | |
| 001 | CHANGE ORDER #1 | E 1 | 03/29/16 | 32,739.25 | |
| 003 | DRAINAGE ADDED ON HOLE #9 | E 1 | 07/31/16 | 84,211.11 | |
| 004 | INCREASE SPRIGGING RATES FOR FAIRWAY | E 1 | 07/31/16 | 49,939.25 | |
| 005 | ADDITIONAL ACRE OF SOD | E 1 | 09/21/16 | 13,140.00 | |
| CO#2 | CHANGE ORDER #2 | E 1 | 04/25/16 | 52,267.00 | |
| | Executed Change Orders Total: | | | 232,296.61 | |
| | Executed CR's that do not have any CO detail: | | | <u>0.00</u> | |
| | Executed Changes Total: | | | 232,296.61 | |

LEXICON, INC.
Change Order Log Report

Job: 700-7187 LA GORCE GOLF COURSE REST Customer: LA GORCE COUNTRY CLUB

| | | | | | |
|---|-------------------|-------------------|---------------------|-------------------|--|
| Current Contract Status -- Through Issued C.O. Number: | | | | | |
| Original Contract: | 7,917,072.15 | Approved Changes: | 0.00 | Proposed Changes: | |
| Executed Changes: | <u>168,041.89</u> | Revised Contract: | <u>8,085,114.04</u> | Rejected Changes: | |
| Executed Contract: | 8,085,114.04 | | | | |

| CO Number / Description | Date Originated | Status | Date Approved | CO Amount | Days Increase |
|--|--------------------|--------|------------------|-------------------|------------------|
| Executed Change Orders | | | | | |
| 01 DRAINAGE MODIFICATIONS | 07/01/16 | E 1 | 07/01/16 | 38,562.33 | |
| 02 LAKE EDGE EROSION CONTROL | 07/01/16 | E 1 | 07/01/16 | 83,439.77 | |
| 03 PUMP STATION MODIFICATION | 07/01/16 | E 1 | 07/01/16 | 53,740.82 | |
| 04 HOLE #9 WORK ALLOWANCE, IRRIGATION PUMP & ASSOC FACILITIES | 08/31/16 | E 1 | 08/31/16 | -117,000.00 | |
| 05 CCD 'S 1 - 4, 6-8 | 08/31/16 | E 1 | 08/31/16 | 72,958.84 | |
| 06 VARIANCE FOR COMPLETE QUANTITIES AND TASKS | 12/20/16 | E 1 | 12/20/16 | 30,000.00 | |
| DIR 005 INSTALL CONDUIT FOR LIGHTING AND SOUND AT HOLE #1 AND DRIVING RANGE | 08/15/16 | E 1 | 08/15/16 | 6,340.13 | |
| Executed Change Orders Total: | | | | 168,041.89 | |
| Executed CR's that do not have any CO detail: | | | | 0.00 | |
| Executed Changes Total: | | | | 168,041.89 | |



STATEMENT OF QUALIFICATIONS (SOQ)

**MULTIPLE AWARD DESIGN-BUILD CONTRACTS
(MACC) FOR GOLF COURSE IMPROVEMENT
PROJECTS**

12:00 NOON PST Thursday, March 9, 2017

PRESENTED TO:

**City of San Diego
Public Works Contracts
1010 Second Avenue, 14th Floor, MS 614C
San Diego, CA 92101
Attn: Contract Specialist**



2.1 ADDENDA

Addendum #1 dated February 9, 2017

Addendum #2 dated February 23, 2017

Addendum #3 dated March 1, 2017

2.2 IDENTIFICATION OF THE DESIGN-BUILDER

2.2.1 Wadsworth Golf Construction Company

2.2.2 Corporation

2.2.3 1958

2.2.4 N / A

2.2.5 13941 S Van Dyke Rd, Plainfield, IL 60544

2.2.6 N / A

2.2.7 Mark Slugocki, Vice President, marks@wadsworthgolf.com, 623.853.9100 x126

2.2.8 Zero (0)

2.2.9 Applicable Licenses

2.2.9.1 Business Tax Certificate Number B2015046509; Expired 02/01/2017; if Awarded Project, will re-apply for certification

2.2.9.2 455877; Expiration Date: 04.30.2018; Class A – General Engineering Contractor, C27 – Landscaping

2.2.9.3 N / A

2.2.10 Mark Slugocki, Vice President, marks@wadsworthgolf.com, 623.853.9100 x126

2.3 EXCEPTIONS TO THIS RFQ

No Exceptions Taken (See Attachment C under Separate Cover)

2.4 EXECUTIVE SUMMARY

Wadsworth Golf Construction Company is pleased and excited to present a summary of our design/build team's statement of qualifications for the City of San Diego Multiple Award Design-Build Contracts (MAcc) for Golf Course Improvement Projects. In bullet-point form, contained within our proposal is the following information concerning our design/build team members:

- GC Contractor: Wadsworth Golf Construction Company
 - Biography Information
 - Proposed Method to Accomplish the Work
 - Knowledge & Understanding of Local Environment
 - Key Personnel
 - Relevant Project Experience

- GC Shaper: Wadsworth Golf Construction Company
 - Key Personnel
 - Relevant Project Experience

- GC Irrigation Designer: Brent Harvey Consulting, Inc. (SLBE)
 - Biography Information
 - Knowledge & Understanding of Local Environment
 - Key Personnel
 - Relevant Project Experience

- Civil Engineer / SWPPP Practitioner / Surveyor: O'Day Consultants (SLBE)
 - Biography Information
 - Knowledge & Understanding of Local Environment
 - Key Personnel
 - Relevant Project Experience
 - Licenses / Accreditations

- Environmental Consultants: Loveless & Linton Consulting (SLBE)
 - Biography Information
 - Proposed Method to Accomplish the Work
 - Knowledge & Understanding of Local Environment
 - Key Personnel
 - Relevant Project Experience

2.5 EXPERIENCE & TECHNICAL COMPETENCE

Deleted from SOQ per Addendum #1

2.6 ORGANIZATION, EXPERIENCE & KEY PERSONNEL

2.6 MANAGEMENT PLAN

Wadsworth Golf Construction Company appreciates the opportunity to submit a statement of qualifications for the Multiple Award Design-Build Contracts (MACC) for Golf Course Improvement Projects. Our design/build team members include:

- GC Shaper: Wadsworth Golf Construction Company
- GC Irrigation Designer: Brent Harvey Consulting, Inc. (SLBE)
- Civil Engineer: O'Day Consultants (SLBE)
- SWPPP Practitioner: O'Day Consultants (SLBE)
- Surveyor: O'Day Consultants (SLBE)
- Environmental Consultants: Loveless & Linton Consulting (SLBE)

Our design/build team's project management plan is detailed below, highlighted by each team member's proposed method for accomplishing the work, knowledge and understanding of the local environment, and project organization and key personnel. Also included is biography information, as well as relevant project experience.

2.6.1 Golf Course Contractor (Wadsworth Golf Construction Company)

Wadsworth Golf Construction Company, a corporation, has constructed over eight hundred (840) golf courses over the past fifty-nine (59) years, including many golf course projects throughout the southwestern United States, the state of California, and the San Diego metropolitan area. We are a certified builder and charter member of the Golf Course Builders Association of America (GCBA) (see certificate attached). We have extensive experience constructing golf courses for municipalities, including the California cities of Carlsbad, Dinuba, Downey, Escondido, Indian Wells, Livermore, Long Beach, Palm Springs, San Diego, and Ventura. We have also been recognized for construction excellence in renovation work by numerous golf publications throughout the years (see list attached).

Proposed Method to Accomplish the Work / Knowledge & Understanding of Local Environment

Wadsworth Golf Construction was the Design-Build Contractor for the Torrey Pines North Golf Course Improvements Project completed in 2016. The majority of the work on the North Course included the installation of a new irrigation system and the reconstruction of golf course features (greens, tees, bunkers, cart path, etc.). It is our understanding that the majority of the work on the South Course will be very similar to that of the North Course, including a new irrigation system and bunker renovations. During our time on the North Course, significant knowledge was obtained in the following areas:

- **Existing Site Conditions**
 - The existing site conditions, or what lies underground at Torrey Pines (North and South), is some of the hardest sand stone of its type. Without the proper sized equipment, and the appropriate amount of it, unnecessary delays could occur to the schedule. Wadsworth learned an extensive amount as to the best type of equipment to use while installing the new North Course irrigation system. Specialized equipment is necessary to keep the existing system operational during the installation of the new potable and reclaimed water mains. This equipment knowledge will be put to use on day one at the South Course, minimizing the overall impact of disturbance to the golf course.

- **Design-Build Process**
 - The Design-Build process is not typical to the golf course construction industry, as well as working with the City's different departments (i.e. Public Works, Water Division, Golf etc.), which can be cumbersome and time consuming. Wadsworth understands and respects the Design-Build process, from preliminary design ideas to approvals of each phase/golf hole. It is of the utmost importance to communicate each phase's status with all team members, while respecting the time required for each to review plans, field staking, work in process, etc. in order to receive Golf's approval of the completed product in a timely fashion.

- **Environmental**
 - Environmental issues will need to be mitigated on the South Course work, just as it was on the North Course. Wadsworth's team has the knowledge and experience to understand where the issues most likely will be, and how to deal with each of them in an expedient manner.

It is our belief that the design/build team that Wadsworth Golf Construction Company has assembled can be an asset to the City of San Diego because of (1) the general contracting services we have provided successfully on past projects (see brochure attached) that were high profile, complex, and time and budget sensitive, and (2) the valuable guarantees we can provide, such as meeting completion dates, managing construction costs within budget, and finishing each construction phase to the highest level of quality. All of these attributes, plus our dedication to each project, have allowed us to repeatedly exhibit our value to golf course architects, owners, and developers, and have enabled our firm to maintain a successful operation throughout the years.

Key Personnel

Mark Slugocki, Vice President

Mark Slugocki brings forty (40) years of golf course construction experience to the design/build team. A graduate of Southern Illinois University with a Bachelor of Science degree in Agronomy, Mark has served as a General Superintendent for Wadsworth Golf since 1988. His primary role will be to oversee project construction from the early development stages to project completion.

Ron Freund, General Superintendent

Ron Freund brings thirty-eight (38) years of golf course construction experience to the design/build team. He directly manages the project construction from the early development stages to project completion. He assists in preparing estimates, generates schedules, and establishes project purchase controls. He is directly responsible for operations and sequences, monitoring the timely procurement of project materials, preparing Owner generated scope changes, and generating payment requisition while directly supervising all field operations.

Scott McDougall, Estimator / Business Development

Employed with Wadsworth Golf as an estimator since 1998, Scott McDougall is directly involved in preparing project cost estimates. Scott received a Bachelor of Science degree in Landscape Architecture from The Pennsylvania State University in 1994 and a Masters in Business Administration degree from Arizona State University in 2001. His estimating tasks include operating computer programs to calculate earthwork and area take-offs, compiling material lists from plans (including breakdowns of detailed drawings), providing supplier quotes for material lists derived from plans, and assembling submittal packages for review.

2.6.1.1 Wadsworth Golf has constructed/renovated a number of golf courses that have held USGA and/or PGA Tour events, including but not limited to:

- Torrey Pines GC (North Course) – San Diego, CA
 - Current Home of PGA Tour Farmers Insurance Open
- Innisbrook Golf Resort (Copperhead Course) – Tarpon Springs, FL
 - Current Home of PGA Tour Valspar Championship
- TPC San Antonio (AT&T Oaks Course) – San Antonio, TX
 - Current Home of PGA Tour Valero Texas Open
- Medinah CC (Course No.3) – Medinah, IL
 - Home of PGA of America Ryder Cup (2012)

- Conway Farms GC – Lake Forest, IL
 - Home of PGA Tour BMW Championship (2013,2015,2017)
- Cog Hill G&CC (Course No.4 – Dubsdread) – Lemont, IL
 - Home of PGA Tour BMW Championship (2009-2011)

Wadsworth Golf also has extensive experience constructing golf courses designed by Rees Jones. See notable completed projects list attached.

2.6.1.2 As a Prime Contractor, Wadsworth Golf has constructed/renovated a multitude of golf courses of a similar size and complexity over the past four (4) years, including but not limited to:

- Torrey Pines GC (North Course) – San Diego, CA
18-Hole Major Renovation Project
Golf Course Architect: Tom Weiskopf Designs
Contract Value: \$12,585,000.00
- Oak Meadows GC – Addison, IL
18-Hole Major Renovation Project
Golf Course Architect – Martin Design Partnership
Contract Value: \$3,290,354.25
- Desert Rose GC – Las Vegas, NV
18-Hole Major Renovation Project
Golf Course Architect: Heckenkemper Golf Course Design
Contract Value: \$7,416,831.62
- Innisbrook Golf Resort (Copperhead Course) – Tarpon Springs, FL
18-Hole Major Renovation Project
Golf Course Architect: Jerry Pate Golf Design
Contract Value: \$3,835,410.00
- RCSC Riverview GC – Sun City, AZ
18-Hole Major Renovation Project
Golf Course Architect: Tripp Davis and Associates
Contract Value: \$3,591,745.00

2.6.1.3 Wadsworth Golf has a proven record of completing golf course construction/renovation projects on time, on budget, and to the plans and specifications provided. We have never been assessed liquidated damages on a project for failing to complete the work within the required timeframe. We have not been subject to any litigation as a result of the failure to complete work on a project. Change orders to the work are only those issued as a result of a change in the scope of work that is Owner-initiated. Financial statements are available for your review upon request.



GOLF COURSE BUILDERS
ASSOCIATION OF AMERICA

Wadsworth Golf Construction

GCBAA CERTIFIED GOLF COURSE BUILDER
GCBAA CERTIFIED GOLF RENOVATION BUILDER
GCBAA CERTIFIED GOLF COURSE IRRIGATION CONTRACTOR

Having completed the requirements of the
Golf Course Builders Association of America
for the above designation, the
recipient has been designated as a Certified Member,
with all rights, honors, and privileges of this title,
for the year specified below.

2016

The signatures of authorized officers
of the Golf Course Builders Association of America
are hereunto affixed.

Certification Board of Governors Chairman

SCOTT VEAZEY
GCBAA President

AWARDS (Renovation)

Wadsworth Golf Construction Company has been recognized for construction excellence in renovation work by numerous golf publications throughout the years. A complete list of awards can be found at our website at www.wadsworthgolf.com. However, we would like to highlight a few of the more recent awards that the company has been privileged to receive, which include:

- ◆ Year 2016
 - Golf Inc. – Renovation of the Year (Public)
 - 1st Place (Tie) – Bacon Park Golf Course – Savannah, GA
 - 3rd Place – Glenview Park Golf Club – Glenview, IL

- ◆ Year 2015
 - Golf Inc. – Development of the Year
 - Honorable Mention – Rockwind Community Links – Hobbs, NM

- ◆ Year 2014
 - Golf Inc. – Renovation of the Year (Private - Over \$1 Million)
 - 3rd Place – Columbia Country Club – Columbia, MO

- ◆ Year 2011
 - Golf Inc. – Renovation of the Year (Public – Over \$1 Million)
 - 1st Place – University of Maryland GC – College Park, MD

- ◆ Year 2010
 - Golf Inc. – Renovation of the Year (Over \$4 Million)
 - Finalist – The Las Vegas Country Club – Las Vegas, NV

- ◆ Year 2009
 - Golf Inc. – Renovation of the Year (Private)
 - Winner – Naperville Country Club – Naperville, IL
 - Golf Course Industry – Heritage Award (Best Reconstruction)
 - Winner – Naperville Country Club – Naperville, IL

- ◆ Year 2007
 - Golf Inc. – Renovation of the Year (Daily Fee / Semi-Private)
 - Finalist – Indian Wells Golf Resort (Celebrity Course), Indian Wells, CA
 - Golf Inc. – Development of the Year (Daily Fee)
 - Finalist – Olivas Links, Ventura, CA

- ◆ Year 2005
 - Golf Inc. – Renovation of the Year (Daily Fee / Municipal)
 - Winner – Skylinks GC, Long Beach, CA
 - Golf Inc. – Renovation of the Year (Private)
 - Finalist – Round Hill CC, Alamo, CA

THE COMMITMENT

Drawing on our 50 years of experience in constructing many of the most prominent modern golf courses, Wadsworth Golf Construction Company, through the implementation of expert pre-construction planning and management, the applied artistry of highly talented shapers and support staff, and the on-site supervision of experienced and extremely competent managers and supervisors, will deliver your golf course to the marketplace in a condition consistent with the highest standards in the industry, in the shortest possible time, and at the least practical cost

GOLF COURSES

Currently ranked in the Top 100 Golf Courses in America by Golf Digest:

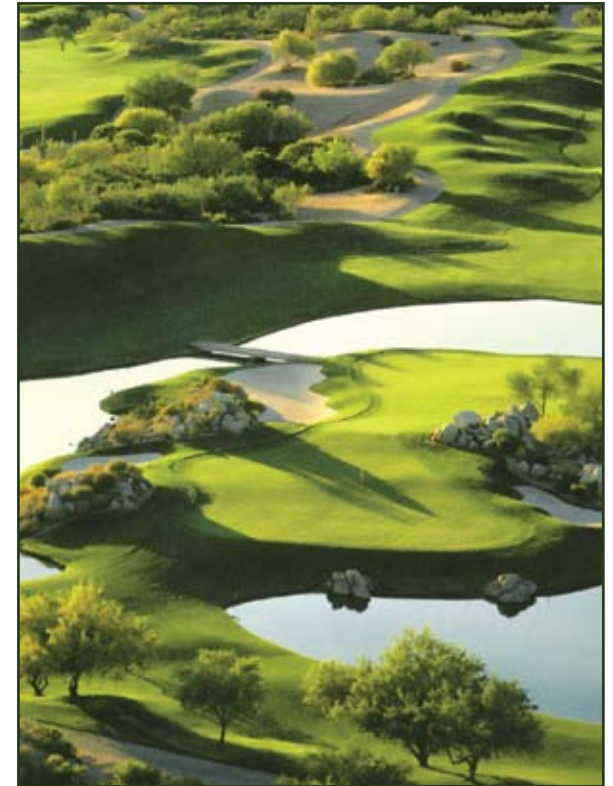
| | |
|---|---|
| Shadow Creek Golf Club Las Vegas Nevada, Tom Fazio | Wade Hampton Golf Club Cashiers, North Carolina, Tom Fazio |
| Castle Pines Golf Club Castle Rock, Colorado, Jack Nicklaus | Forest Highlands Golf Club Flagstaff, Arizona, Weiskopf-Morrish |
| Mayacama Golf Club Santa Rosa, California, Jack Nicklaus | Valhalla Golf Club Louisville, Kentucky, Jack Nicklaus |
| The Preserve Golf Club Carmel Valley, California, Tom Fazio/Michael Poellet | Double Eagle Golf Club Galena, Ohio, Weiskopf-Morrish |

Kiawah Island Resort - Cassique
Kiawah Island, South Carolina, Tom Watson

A Selection of Other Award Winning Courses

| | |
|--|---|
| The Alotian Golf Club Little Rock, Arkansas, Tom Fazio | The Hills Course @ Palmetto Dunes Hilton Head, South Carolina, Arthur Hills |
| Bonita Bay Golf Club Bonita Springs, Florida, Arthur Hills | Innisbrook Resort Island, Copperhead & Sandpiper Courses Tarpon Springs, Florida, Larry Packard |
| The Club at Fossil Creek Fort Worth, Texas, Palmer Design | Desert Mountain Golf Club Geronimo, Cochise & Renegade Courses Scottsdale, Arizona, Jack Nicklaus |
| Granite Bay Golf Club Roseville, California, R T Jones II | Mimosa Golf Club Angeles City, Philippines, Robin Nelson |
| The Golf Club at Cape Cod Cape Cod, Massachusetts, Rees Jones | Nantucket Golf Club Nantucket, Massachusetts, Rees Jones |
| Half Moon Bay Golf Links Half Moon Bay, California, Arthur Hills | Old Memorial Golf Club Tampa, Florida, Steve Smyers |
| Heron Bay -TPC Course Coral Springs, Florida, McCumber Design | Poipu Bay Resort Koloa, Kuaui, Hawaii, R T Jones II |
| | University Ridge Golf Course Madison, Wisconsin, R T Jones II |

A full list of our projects can be found on our website, www.wadsworthgolf.com



Over 50 years of experience providing the most comprehensive and professional golf construction services.



THE HISTORY

Wadsworth Golf Construction was founded more than 50 years ago when Brent Wadsworth decided to leave his career in golf course architecture and create a company dedicated to the specialized aspects of building the world's best golf courses.

From the beginning, Wadsworth earned a reputation for integrity, service and quality of workmanship that is unsurpassed in the industry. A key to the Company's success has been its ability to hire and retain key employees who share his values and commitment to service. The Company's first employee, John Cotter, now serves as Chairman of the Board of Directors. Many other primary managers, supervisors and shapers have served the company for more than twenty years. Mr. Wadsworth continues to remain active in the overall operation of the Company.

Wadsworth Golf Construction Company has completed more than 800 major golf projects, working with virtually all of the world's most renowned golf course architects – most of them on multiple occasions. Many Wadsworth constructed golf courses have been listed in Golf Digest's Top 100 and many more have been honored as a key amenity at the most successful major resorts and real estate developments.

The Company has principal offices in Illinois, Arizona, Florida and Texas and bases of operations in Pennsylvania, Mexico, Panama, Hawaii and Malta.



construction services

The scope of services Wadsworth Golf Construction will provide will be customized to fit the needs of individual projects. Typical services are as follows:

With General Management (Pre-Construction)

1. Listen and learn the Owner's and Architect's vision for the project.
2. Establish a schedule that meets the project requirements.
3. Review the capabilities of local contractors who may join the construction team.
4. Assess the project's equipment needs and local availability.
5. Assist in the procurement of additional equipment if necessary.
6. Assist in the evaluation of materials that are planned to be incorporated into the work.
7. Determine the workforce required to meet the schedule.
8. Provide value-engineering ideas that may reduce cost without impacting quality.
9. Assist in establishing the construction budget.

With General Management (During Construction)

1. Review progress in terms of quality and pace of work.
2. Develop interim schedules to identify obstacles before they impact the overall schedule.
3. Perform quality control reviews to ensure that all work is completed to world-class standards.
4. Assist in the interpretation and implementation of architectural adjustments.
5. Continually monitor and manage the budget.


With On-Site Project Management

1. Assist in the day-to-day scheduling of the work.
2. Coordinate with the Owner's project manager the work of the local crews and contractors.
3. Assist in the establishment of clearing limits.
4. Review the clearing and mass grading operations.
5. Supervise the shaping of the golf course.
6. Assist in the layout of the golf course features.
7. Perform overall quality control reviews on a daily basis.
8. Communicate with the Architect and owner daily on project progress.

With On-Site Equipment Operators and Supervisors

1. Shape the golf course.
2. Supervise and assist, as needed, in the construction of the golf course features.
3. Assist in the determination of where surface and subsurface drainage will be most effective.
4. Review the installation of drainage by the local work crews.
5. Assist in the layout of the irrigation system.
6. Review the installation of the irrigation system.
7. Fine grade all feature areas prior to grassing.
8. Supervise the fine grading and grassing of the golf course.

**For further information please contact us at
marketing@wadsworthgolf.com**



“From the beginning, Wadsworth earned a reputation for integrity, service and quality of workmanship that is unsurpassed in the industry.”

Notable Rees Jones Completed Projects

Wadsworth Golf Construction Company

| Name of Golf Course | Location | Owner | No. of Holes | Type of Project | Completion Date |
|---------------------------------|-------------------|--------------------------------|-----------------------|-----------------|-----------------|
| Medinah CC (Course No. 2) | Medinah, IL | Medinah Country Club | 18 [^] | Private | 2016 |
| Medinah CC (Course No. 3) | Medinah, IL | Medinah Country Club | 18 [^] / PF+ | Private | 2010 |
| Cog Hill G&CC (Dubsdread) | Lemont, IL | Jemsek Family | 18 [^] | Daily Fee | 2008 |
| Vinterra, The Club at | New Kent, VA | New Kent Farms, LLC | 18 | Private | 2008 |
| TGC at Sacconneset | East Falmouth, MA | New Falmouth Golf, LLC | 18 | Private | 2006 |
| Nantucket GC | Nantucket, MA | Nantucket Golf Club, Inc. | 18* | Private | 2006 |
| Pinehills GC (Jones) | Plymouth, MA | The Pinehills Golf Club, LLC | 18 | Daily Fee | 2002 |
| Pinehurst Resort (Course No. 7) | Pinehurst, NC | Pinehurst, Inc. | 18 [^] | Resort | 2002 |
| Santaluz Club, The | San Diego, CA | Taylor Woodrow Homes | 18 | Private | 2001 |
| Briar's Creek, The GC at | Johns Island, SC | The Golf Club at Briar's Creek | 18 | Private | 2001 |
| Houstonian G&CC, The | Houston, TX | Houstonian Golf Ltd. | PF+ | Private | 2001 |
| RedStick GC | Vero Beach, FL | Related Properties | 18 | Private | 2000 |
| Houstonian G&CC, The | Houston, TX | Redstone Group Ltd. | 18 | Private | 1999 |
| Shadow Hawk GC | Houston, TX | Redstone Group Ltd. | 18 | Private | 1999 |
| Broad Run Golfer's Club | West Chester, PA | Tattersall LP | 18 | Daily Fee | 1999 |
| Nantucket GC | Nantucket, MA | Nantucket Golf Club, Inc. | 18 | Private | 1997 |
| Legend Trail GC | Scottsdale, AZ | Footwedge Golf Course LLC | 18 | Daily Fee | 1994 |
| Burnt Pine GC | Miramar Beach, FL | Sandestin Resorts, Inc. | 18 | Resort | 1994 |
| Olde Florida GC | Naples, FL | Olde Florida Golf Club | 18 | Private | 1993 |
| Emerald GC, The | New Bern, NC | Weyerhaeuser Real Estate | 18 | Daily Fee | 1988 |

2.6.3 Golf Course Shaper & Construction Specialist (Wadsworth Golf Construction Company)

Wadsworth Golf employs a number of highly-qualified, talented, grade ‘A’ shapers that have worked on many world-class, award-winning golf course projects. We anticipate assigning one (1) of these shapers to the Multiple Award Design-Build Contracts (MAcc) for Golf Course Improvement Projects: Daniel Rojas.

2.6.3.1 Daniel Rojas have golf course shaping experience for high-profile courses that have hosted USGA, PGA Tour or other prominent golf tournaments/events, including but not limited to:

- Torrey Pines GC (North Course) – San Diego, CA
 - Current Home of PGA Tour Farmers Insurance Open
- Martis Camp – Truckee, CA
 - Home of the U.S. Junior Amateur Championship (2013)

2.6.3.2 Daniel Rojas has over twenty-two (22) years of golf course construction experience, including fifteen (15) years of shaping experience with Wadsworth Golf Construction Company, working on a multitude of golf course construction projects, including most recently, the Torrey Pines North Golf Course Improvements Project. For a complete project history, see resume attached.



DANIEL ROJAS

Lead Shaper / Construction Specialist

WORK HISTORY:

Employed with Wadsworth Golf Construction Company since 1995.

| <u>NAME OF GOLF COURSE</u> | <u>CITY/STATE</u> | <u>ARCHITECT</u> | <u>YEAR COMPLETED</u> |
|---|---------------------|---------------------------|-----------------------|
| <u>Laborer</u> | | | |
| Chaparral Pines | Payson, AZ | Graham & Panks Intl | 1995/1996 |
| The Rim Club | Payson, AZ | Weiskopf / Morrish | 1997 |
| <u>Operator</u> | | | |
| Meadowbrook | Gilbert, AZ | Dick Bailey | 1998 |
| PebbleCreek | Goodyear, AZ | Dick Bailey | 1998 |
| Camelback (Padre) | Paradise Valley, AZ | Arthur Hills | 1999 |
| Raven @ Silverthorne | Silverthorne, CO | Hurdzan Fry | 2000 |
| Whirlwind (Devil's Claw) | Chandler, AZ | Gary Panks | 2000 |
| Glenwild | Park City, UT | Tom Fazio | 2000 |
| Seville | Gilbert, AZ | Gary Panks | 2001 |
| Whirlwind (Cattail) | Chandler, AZ | Gary Panks | 2002 |
| Timilick | Truckee, CA | John Harbottle | 2008 |
| Black Rock North | Coeur d'Alene, ID | Tom Weiskopf | 2008 |
| Bakersfield CC | Bakersfield, CA | David Davis | 2008 |
| <u>Shaper / Bunker Finish Operator</u> | | | |
| Southern Dunes | Maricopa, AZ | Schmidt-Curley | 2002 |
| Rancho El Dorado | Maricopa, AZ | David Druzisky | 2002 |
| The Golf Club Scottsdale | Scottsdale, AZ | Jay Morrish / Dick Bailey | 2003 |
| Aliante | North Las Vegas, NV | Gary Panks | 2003 |
| Arrowood | Oceanside, CA | Ted Robinson | 2004 |
| Vista Verde | Rio Verde, AZ | Ken Kavanaugh | 2004 |
| Round Hill | Alamo, CA | John Steidel | 2005 |
| Silverbell | Tucson, AZ | Ken Kavanaugh | 2005 |
| Bachmann Springs | Tombstone, AZ | Tom Fazio | 2006 |
| Tubac Golf Resort | Tubac, AZ | Ken Kavanaugh | 2006 |
| Martis Camp | Truckee, CA | Tom Fazio | 2006 |
| The Links at Summerly | Lake Elsinore, CA | Cal Olson | 2007 |
| Las Vegas CC | Las Vegas, NV | Mark Rathert | 2009 |
| Dallas CC | Dallas, TX | John Fought | 2009 |
| Lake Chabot | Oakland, CA | David Druzisky | 2010 |
| The Estancia Club | Scottsdale, AZ | Kevin Sutherland | 2010 |
| Admiral Baker | San Diego, CA | Kevin Tucker | 2011 |
| Willowcreek | Sun City, AZ | Tripp Davis | 2011 |
| Desert Mountain (Renegade) | Scottsdale, AZ | Mike Gogel | 2012 |
| Maroon Creek | Aspen, CO | Tom Fazio | 2012 |
| RCSC North | Sun City, AZ | Tripp Davis | 2013/2014 |
| RCSC Riverview | Sun City, AZ | Tripp Davis | 2015 |
| Oakwood Golf Club | Sun Lakes, AZ | Forrest Richardson | 2015 |
| Turkey Creek | Jefferson City, MO | CE Golf Design | 2015 |
| Torrey Pines (North) | San Diego, CA | Tom Weiskopf | 2016 |
| Baylands | Palo Alto, CA | Forrest Richardson | 2016 |

2.6.4 Golf Course Irrigation Designer (Brent Harvey Consulting, Inc.)

Brent Harvey Consulting provides comprehensive golf course irrigation design services. Brent Harvey Consulting is a San Diego based certified small local business enterprise (SLBE; see certificate attached). Founded by irrigation designer Brent Harvey, Brent Harvey Consulting has provided golf course irrigation design services for many of the best golf courses in the nation over the past twenty-three (23) years.

Brent Harvey Consulting specializes in both golf course renovation and new golf course projects, and has provided design services on many municipal golf course projects, including Balboa Park Golf Course for the City of San Diego.

Knowledge & Understanding of Local Environment

As a result of leading the irrigation design process for the City of San Diego's Balboa Park Golf Course, and a two-year participation on the design team for the Torrey Pines North Golf Course General Development Plan, Brent Harvey Consulting has a complete understanding of the irrigation goals and needs for the City of San Diego. Brent Harvey Consulting has established a great working relationship with the City of San Diego's Golf Division.

Key Personnel

Brent Harvey, RLA CID CLIA
Education: BS Landscape Architecture
Minor in Irrigation Design, California State Polytechnic University, Pomona

Registration: California RLA #3879
Certification: Golf Course Irrigation Designer

American Society of Landscape Architects
American Society of Irrigation Consultants
Irrigation Association
Golf Course Superintendents Association of America

Experience: 26 Years

Brent Harvey is the only registered Landscape Architect practicing golf course irrigation design. His unique degrees in Landscape Architecture from the Cal Poly School of Environmental Design and Irrigation Design from the Cal Poly School of Agricultural Engineering make Mr. Harvey uniquely qualified to solve complex irrigation challenges.

Mr. Harvey is a pioneer in the golf course irrigation field. He was the first to adapt the use of survey grade GPS equipment to irrigation design implementation. The

irrigation systems created with this process of “surveying” in the intended sprinkler head layout results in unequaled irrigation uniformity. Mr. Harvey’s irrigation systems are the most efficient in the industry, consistently providing the superintendent with the tools to create the best playing conditions possible.

Mr. Harvey’s projects include some of the top-rated golf courses in the world, including Bel-Air Country Club, The Riviera Country Club, The Valley Club of Montecito, and many more. Mr. Harvey also is the Designer or Record for the Balboa Park Golf Course Irrigation System developed for the City of San Diego.

The services the firm provides include Planning, Construction Documentation, Construction Administration, Field Staking, Record Drawings, and Control System Programming. Brent Harvey Consulting maintains 1M Professional Liability and 2M General Liability Insurance Coverage.

2.6.4.1 Brent Harvey Consulting has been the irrigation designer on a number of newly constructed and renovated golf course projects that have held USGA and/or PGA Tour events, including but not limited to:

- The Riviera Country Club – Pacific Palisades, CA
 - Current Home of PGA Tour Genesis Open
- The Gallery Golf Club (South Course) – Marana, AZ
 - Home of WGC Match Play Championship (2007-2008)
- Bel Air Country Club – Los Angeles, CA
 - Home of USGA Senior Amateur Championship (2004)
- San Diego Country Club – San Diego, CA
 - Home of USGA Women’s Amateur Championship (2017)

2.6.4.2 Brent Harvey Consulting has worked as the lead irrigation designer on a number of newly constructed and renovated golf course projects that have used HDPE piping, including but not limited to:

- Montecito Country Club – Santa Barbara, CA
- Lakeside Golf Club – Burbank, CA
- The Vintage Club – Indian Wells, CA
- Sand Point Country Club – Seattle, WA

Other projects include:

- Santa Ana Country Club - Santa Ana, CA
 - This most-recently completed project included complete HDPE piping of both mainline and lateral pipe. The new irrigation system includes sixty-seven (67) acres of turf and thirty-nine (39) acres of native landscape. The system includes the very latest in water management tools, including on-site weather station, single-head control,

central control system mapping, handheld device interface, and more. It is a model for California golf course water management. Every sprinkler head was designed and staked using modern engineering and survey equipment. This results in unequal spacing and uniform coverage. We are also able to use these tools to limit the throw of water onto sensitive areas like greens and non-irrigated golf course edges.

- Rolling Hills Country Club – Rolling Hills Estates, CA
 - This Toro-based two-wire system is nearing completion and is also all HDPE. The irrigation system includes eight-seven (87) acres of turf and fifty-five (55) acres of native landscape. This system also includes the very latest in water management tools, including on-site weather station, single-head control, central control system mapping, handheld device interface, and more. This Toro system also includes the Turf Guard system of remote monitoring of moisture, salinity, and temperature. Every sprinkler head was designed and staked using modern engineering and survey equipment. This results in unequal spacing and uniform coverage. We are also able to use these tools to limit the throw of water onto sensitive areas like greens and non-irrigated golf course edges.

- Monterey Peninsula Country Club – Monterey, CA
 - This recently-completed HDPE irrigation system replacement project includes sixty-one (61) acres of turf and thirty (30) acres of native landscape. The system includes the very latest in water management tools, including on-site weather station, single-head control, central control system mapping, handheld device interface, and more. It is a model for California golf course water management. Every sprinkler head was designed and staked using modern engineering and survey equipment. This results in unequal spacing and uniform coverage. We are also able to use these tools to limit the throw of water onto sensitive areas like greens and non-irrigated native areas.

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Brent Harvey Consulting, Inc

**Emerging Local Business Enterprise (ELBE)
*Professional Services***

(NAICS: 221310)

Certification Number: 14BH1086

Effective: 4/10/2016 - 4/10/2018

Henry Foster III
Equal Opportunity Contracting
Program Manager

2.6.6 Registered Civil Engineer (O'Day Consultants)

O'Day Consultants, a City of San Diego certified Small Local Business Enterprise (SLBE; see certificate attached), is a full-service civil engineering and land surveying firm with thirty-six (36) years of experience, offering comprehensive, client-based, professional civil engineering design, surveying, mapping and consulting services such as grading and drainage design.

Knowledge & Understanding of Local Environment

O'Day Consultants has provided services for public works/capital improvement, utility, industrial, commercial, retail, and large housing projects. Since 1981, O'Day has successfully worked with local municipalities such as the City of San Diego, state agencies, private developers, general contractors, architects, and other consulting firms on numerous projects throughout San Diego. The firm is familiar with the City of San Diego's standards and processes based on our work on two (2) as-needed civil engineering contracts, several other public works projects, and most recently, the Torrey Pines North Golf Course Improvements Project. See list of notable projects attached.

2.6.6.1 Keith Hansen, PE, QSD, QSP, currently serves as the Project Manager for an As-Needed Transportation Design Services contract (H115217) with the City of San Diego. Over the last five years (2012-2017), Keith has been responsible for grading and drainage design on most Task Orders issued by the City. These involve engineering design according to the City's storm water requirements, especially for storm drain design projects such as: Laurel Ridge Court Storm Drain (12TO03), Rue Chantemar Storm Drain Replacement (12TO15) and Adam Avenue Storm Drain Replacement (12TO16). See resume attached.

License Search for Professional Engineers and Land Surveyors

| | |
|------------------|----------------------------------|
| Licensee Name: | HANSEN KEITH WHITNEY |
| License Type: | CIVIL ENGINEER |
| License Number: | 60223 |
| License Status: | CLEAR Definition |
| Expiration Date: | June 30, 2018 |
| Address: | 4114 PENINSULA DR |
| City: | CARLSBAD |
| State: | CA |
| Zip: | 92010 |
| County: | SAN DIEGO |
| Actions: | No |

Public Record Action(s)

This information is updated Monday through Friday - Last updated: FEB-27-2017

2.6.7 SWPPP Practitioner (O'Day Consultants)

O'Day Consultants staff includes certified QSP/QSD practitioners with extensive experience preparing Storm Water Pollution Prevention Plans.

2.6.7.1 Proof of QSP / QSD

| Name | Address | QSD and QSP Search Results | | Underlying Certificate | Status |
|---------------|---|-------------------------------|--------------|---|--------|
| | | QSD or QSP Certificate Number | Expire Date | | |
| Hansen, Keith | KEITH HANSEN O'DAY CONSULTANTS 2710 LOKER AVE. WEST SUITE 100 CARLSBAD CA 92010 keithhansen@hotmail.com Map It | QSD and QSP 00181 | Dec 19, 2018 | California-registered professional engineer C 60223 | Active |

2.6.8 Surveyor (O'Day Consultants)

O'Day Consultants staff includes California licensed surveyors with extensive experience in the City of San Diego.

2.6.8.1 Licensed Land Surveyor

License Search for Professional Engineers and Land Surveyors

| | |
|------------------|----------------------------------|
| Licensee Name: | TYLER JOANNE SCHAFER |
| License Type: | LAND SURVEYOR |
| License Number: | 8904 |
| License Status: | CLEAR Definition |
| Expiration Date: | September 30, 2018 |
| Address: | 760 NARDO RD |
| City: | ENCINITAS |
| State: | CA |
| Zip: | 92024 |
| County: | SAN DIEGO |
| Actions: | No |

Public Record Action(s)

This information is updated Monday through Friday - Last updated: FEB-27-2017

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

O`Day Consultants, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541330, 541370)

Certification Number: 11OC0147

Effective: 8/18/2016 - 8/18/2018

Henry Foster III
Equal Opportunity Contracting
Program Manager

PROJECTS

CITY OF SAN DIEGO PUBLIC WORKS

As-Needed Land Surveying Services
Public Works Department

Paradise Hills Surveys
Boundary survey & monument search

Lobrico Storm Drain
As-needed civil engineering contract

Upas Street Pipeline Replacement
2000' pipeline replacement design

Multiple Award Construction Contracts (MACC)
Water/wastewater/stormwater pipelines

Bonillo Storm Drain
As-needed civil engineering contract

Manning Canyon Long Term Access
Topographic survey

As-Needed Landscape Architecture
Subconsultant

As-Needed Groundwater Services
Subconsultant

As-Needed Environmental Planning
Subconsultant

As-Needed Storm Water Program Services
Subconsultant

Reo Drive Streetscape
Phase II sidewalk grade design

Juniper Street Sidewalks
Sidewalk/street improvements

MBC Chemical Systems Improvements (Phase II)
Pre-design survey

43rd Street/Orange Avenue
Drainage improvement

43rd Street/National Avenue Realignment
Award winning project

Otay 1st & 2nd Pipeline Abandonment
Traffic control plans

North City Water Reclamation Plant Expansion
Grading & stormwater design



CITY OF SAN DIEGO PUBLIC WORKS

As-Needed Transportation Design Services
\$3M on-call engineering design contract

Carmel Creek Bike Path Improvements
Flood control realignment

Pacific Beach Alley Improvement
Utilities Undergrounding Program

Laurel Ridge Court
Storm drain replacement & slope repair

25th Street Renaissance SWPPP
Storm Water Pollution Prevention Plan

Regents Road Improvement Project
Hydromodification screening analysis

Vermont Street Bridge Painting
Traffic control plans

Water Group 944
Traffic control plans

Juniper Street Sidewalk Improvements
Construction support

Rue Chantemar
Storm drain replacement & slope repair

Adams Avenue
Storm drain replacement & slope repair

Redwood Street/30th Street
CR obstruction DS

South Mission Valley Trunk Sewer
Traffic control plans

Pedestrian Ramp Improvement Design
ADA compliance

Mid-City Skate Park
Grading & stormwater design

Chollas Lake Park Improvements
*Grading & stormwater design
ADA Compliance*

Design of Miramar Clearwell Improvements
Potholing & pipeline design

Torrey Pines Golf Course (North)
Grading & stormwater design

Metropolitan Biosolids Center (MBC) Improvements
Grading, stormwater design, survey

PROJECTS

FEDERAL/MILITARY

P-111 MAG 39 / P-1037 Warehouses
Marine Corps Air Station Camp Pendleton
 30,000 / 60,000 sq ft side-by-side warehouses

P-750 Helicopter Maintenance Hangar
Naval Air Station North Island, Coronado, CA
 Award winning project

P114 MV 22 Double Hangar
Marine Corps Air Station Camp Pendleton
 \$35M replacement of existing double hangar

Santa Margarita Lagoon
Marine Corps Base Camp Pendleton
 Ocean inlet survey

PARKS/RECREATION

Torrey Pines Golf Course (North)
San Diego, CA
 Design-Build improvements

Carpinteria State Beach
Carpinteria, CA
 Topographic survey for ADA modifications

Leo Carrillo Ranch Historic Park
Carlsbad, CA
 Trails/pedestrian access route improvements

Chollas Lake Park
San Diego, CA
 Playground improvements at 16-acre lake

Mid-City Skate Park
San Diego, CA
 14,000 square foot public skate park

Summerly Park
Lake Elsinore, CA
 24 acre public park

El Capitán State Beach
Goleta, CA
 Topographic survey for new lifeguard facility

On-Call Land Surveying Professional Services
California Department of Parks & Recreation
 Southern Services Center

San Elijo State Beach
Encinitas, CA
 Plat & legal description for easement



INSTITUTIONAL

Kellogg Library
CSU San Marcos
 \$48M, 5 story, 200K sq ft main library

University Village Apartments
CSU San Marcos
 126 on campus student apartments

Arts Building / Science Hall II
CSU San Marcos
 Arts / science campus buildings

Arts/Humanities, Business/Technology
San Diego City College
 \$94.6M, 190K sq ft arts, business complex

Camp Ronald McDonald for Good Times
Mountain Center, CA
 Residential camping facility

Boys & Girls Clubs of Carlsbad
Carlsbad, CA
 Bressi Ranch Clubhouse

La Costa Glen
Carlsbad, CA
 280+ acre retirement community

Mission San Luis Rey
Oceanside, CA
 8 acre, 235 unit retirement center

North Coast Calvary Chapel
Carlsbad, CA
 13 acre church campus

City Heights Family Health Center
San Diego, CA
 3 story medical office building

Pacifica Riverside (Clay Street)
Riverside, CA
 6 unit assisted living facility

Tri-City Wellness Complex
Carlsbad, CA
 58,000 sq ft fitness center

Magnolia Elementary School
Carlsbad Unified School District
 Modernization

Lakeview Elementary School
Lakeside Union School District
 Multipurpose building construction



KEITH HANSEN, PE, QSD, QSP PROJECT MANAGER

EDUCATION

- B.S., Civil Engineering, University of California at Berkeley, 1996

PROFESSIONAL QUALIFICATIONS

- Professional Engineer, California #60223
- Qualified SWPPP Developer & Qualified SWPPP Practitioner, CASQA #00181

EXPERIENCE

Keith Hansen has 21 years of civil engineering experience with O'Day Consultants in the design and management of public works and land development projects within San Diego County. His extensive experience includes the preparation of project specifications and the design and preparation of maps and related construction documents, such as grading and improvement plans, storm water management plans (SWMP) and storm water pollution prevention plans (SWPPP).

As Project Manager, Keith is responsible for all phases of a project including preliminary concepts, design and approval of tentative maps, working drawings, and mapping. He coordinates work with clients, project consultants, contractors, City and County departments and other appropriate governing agencies to obtain all necessary permits and approvals for each project.

In addition, Keith facilitates work within his team, providing guidance and supervision to design engineers and AutoCAD technicians. He also coordinates with field crews during construction staking.

PROJECTS

- LEGOLAND California Resort Water Park Expansion, Carlsbad
- Calavera Hills, Carlsbad
- The Pavilion, Oceanside
- Carlsbad Oaks North Business Park, Carlsbad
- Carlsbad Raceway Business Park, Carlsbad
- College Boulevard & Cannon Road Improvements, Carlsbad
- Ionis Pharmaceuticals Headquarters, Carlsbad
- Melrose Drive Widening, Carlsbad
- North Coast Calvary Chapel, Carlsbad
- Opus Point, Carlsbad
- Palomar Airport Road, Carlsbad
- Palomar Forum Business Park, Carlsbad
- Poinsettia Avenue Widening, Carlsbad
- Singh Farms, Oceanside
- Summerly Park, Lake Elsinore
- Rancho Costera, Carlsbad
- Robertson Ranch, Carlsbad
- University Commons, San Marcos
- Carlsbad Village by the Sea, Carlsbad
- La Costa Town Square, La Costa
- Quarry Creek/The Preserve, Carlsbad
- Cannon Road West, City of Carlsbad
- *Olivenhain Sewer Force Main, City of Encinitas**
- Lake Wohlford Dam, City of Escondido
- Vista Verde Reservoir, City of Escondido
- As-Needed Transportation Design Services, City of San Diego
- *43rd Street & National Avenue Realignment, City of San Diego**
- MBC Improvements, City of San Diego
- Arts Building & Science Hall II, California State University San Marcos
- North City Water Reclamation Plant Expansion, City of San Diego
- Grand Avenue Roadway & Drainage Improvements, City of San Marcos
- As-Needed Civil Engineering Consulting Services, City of San Marcos
- Mission Avenue Widening, City of Oceanside
- Torrey Pines Golf Course (North), City of San Diego
- Mid-City Skate Park, City of San Diego
- Camp Ronald McDonald for Good Times, Mountain View
- Salton Sea Species Conservation Habitat Project, Department of Water Resources

2.6.9 Environmental Consultants (Loveless & Linton Consulting)

Loveless & Linton Consulting is a San Diego based Cultural Resources Management firm specializing in cultural compliance, archaeological services, osteology, and Tribal concerns. We are a City of San Diego certified Small Local Business Enterprise (SLBE; see certificate attached). Established in 2012 by Ms. Loveless, a San Diego archaeologist, and Mr. Linton, a San Diego Native American monitor, Loveless & Linton Consulting was conceived as a solution to the complacently divided world of San Diego archaeology. With our unique team of Native American and Archaeologist/Human Osteologists, we are able to combine efforts to provide clients with innovative, cost-efficient, and practical solutions for projects of all sizes, ensuring regulatory compliance, risk management, and project success.

Proposed Method to Accomplish the Work

Archaeological resources are non-renewable resources that have the potential to impact people on a personal and professional level. Loveless & Linton Consulting is the best equipped firm to handle any and all resources that may be discovered during this project in an equally legal, timely and respectful manner. Paleontological resources are ancient fossils that can be as undetectable to the untrained eye as a simple void in rock to large vertebrae such as a whale or a bison; all being able to contribute to the knowledge of San Diego and its natural history.

Archaeological, Paleontological, Native American, Biological and Acoustical monitoring will be implemented in accordance to the Mitigated Negative Declaration (MND) and the requirements set by the Mitigation, Monitoring and Reporting Program (MMRP). Loveless & Linton Consulting will work with the design and construction personnel to identify potential risks and plan accordingly.

All ground disturbance will be monitored by a qualified person. Each resource will have someone that is specifically trained to identify that particular resource as to limit the chance of any resource being missed or undiagnosed at the earliest state of discovery possible. In addition, Torrey Pines and the general area of La Jolla are both known in the archaeological record as an area with a dense archaeological human occupation.

In addition to the historically documented use of the area by military and civilian interests, pre-historically the San Diego coast is an area that yields sensitive archaeological material. Archaeological and Native American monitors on site will be well qualified to identify historical and pre-historical resources with special attention to the soils and the potential for human remains. This approach allows Loveless & Linton Consulting to conduct quick evaluations, reduce chances of project delay and limit liability of the contractor and the City of San Diego.

Biological resources include the plant and animal life that may be impacted by this project. LBC and Steve Fiedler will work together to identify any potential impacts and monitor according to the contract compliance regulations and the specific needs of the biological resources present.

Knowledge & Understanding of Local Environment

Our staff is uniquely tailored to the needs of San Diego based projects, ensuring that our clients have the team they need to successfully complete their projects within budget and on time. In fact, our most recently completed project with the City of San Diego was the Torrey Pines North Golf Course Improvements project.

Rebekah Loveless is a registered Professional Archaeologist with nearly twelve (12) years of field experience in San Diego. She has participated in many projects in the La Jolla area, from excavation, to monitoring, to aiding in the identification and repatriation process of human remains, and currently 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. Brandon Linton is the tribal representative for Loveless & Linton Consulting. Mr. Linton is a member of the Mesa Grande band of Diegueño Indians and has been an active Native American monitor and liaison for over twelve (12) years. Mr. Linton 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 in San Diego, and specifically La Jolla.

Together, we bring a cohesive approach to any project, which reduces reaction time to any discovered resources in a respectable and compliant manner, while maintain integrity, efficiency and project success. To allow for the highest quality of work, Loveless & Linton teams with Lohstroh Biological for the biological component and San Diego Natural History Museum's PaleoServices for paleontological compliance.

2.6.9.1 Biologist

- 2.6.9.1.1** Lohstroh Biological Consulting (LBC) is uniquely qualified to apply its knowledge and years of experience to the Multiple Award Design-Build Contracts (MACC) for Golf Course Improvement Projects. Mr. Lohstroh has conducted biological surveys in the vicinity of the City of San Diego since 1997, and he holds a valid recovery permit with the U.S. Fish and Wildlife Service to conduct presence/absence surveys for (*Polioptila californica*) CAGN. With more than eighteen (18) years of experience in CAGN surveys, nesting bird surveys, and construction monitoring, Mr. Lohstroh is a valuable contributor to aid in the successful completion of

the biological monitoring tasks required by the compliance documents. See resume attached.

Relevant projects include:

- Torrey Pines North Golf Course Improvements Project, San Diego, CA
- Cold Creek Southwestern Willow Flycatcher Surveys for San Bernardino National Forest, Angelus Oaks CA.
- Cold Creek Southwestern Willow Flycatcher Surveys for San Bernardino National Forest, Angelus Oaks, CA
- Rare Plant and California Gnatcatcher Surveys, SX to PQ for SDG&E Wood to Steel/Upgrade Project, San Diego-Poway CA
- Principal Biologist & Lead Biological Monitor for U.S. Border Patrol Tactical Infrastructure Maintenance and Repair Project, San Diego and El Centro Sectors CA
- Protocol Least Bell's Vireo and Southwestern Willow Flycatcher Surveys, Riverwalk Golf Course, San Diego CA
- Protocol California Gnatcatcher Surveys for Cox Communications. Tecolote Canyon, San Diego CA

2.6.9.1.2 Mr. Lohstroh possesses a valid Endangered Species Act Section 10(a)(1)(A) Recovery Permit (#TE-063608-5).

2.6.9.1.3 Mr. Lohstroh is qualified per the City of San Diego Biology Guidelines and has extensive experience working on projects in and around the City of San Diego.

2.6.9.1.4 LBC personnel participating in this project meet or exceed all qualifications established in the City's Biology Guidelines.

2.6.10 Acoustician

2.6.10.1 Steve Fiedler has fifteen (15) years of acoustical experience. He is a Member of the Institute of Noise Control Engineering (INCE). Mr. Fiedler have evaluated potential noise impacts to threatened and endangered wildlife for CEQA documentation, prepared construction noise control plans, and conducted construction noise monitoring within threatened and endangered wildlife species habitat. See resume attached.

Relevant projects include:

- Torrey Pines North Golf Course Improvements Project (City of San Diego)

- Meridian Specific Plan Amendment (Riverside County, CA)
- Sacramento Railyards (City of Sacramento, CA)
- UCSD Canyonview Aquatic Center (University of California, San Diego)
- Noise Impact Report on Passerine Habitat Due to Helicopter Operation at MCAS Camp Pendleton (SOUTHWESTDIV)
- Weapons Training Course Complex, P-192, Marine Corps Air Station Miramar (SOUTHWESTDIV)
- Alvarado Water Filtration Plant Expansion Construction Wildlife Noise Assessment (City of San Diego)
- Wildlife Construction Noise Mitigation Monitoring Program (City of San Diego)
- Emergency Water Storage Project (San Diego County Water Authority)
- Lake Hodges to Olivenhain Dam Tunnel Blasting Noise and Vibration Mitigation Monitoring (San Diego County Water Authority)

2.6.10.2 Steve Fiedler is a registered member of the Institute of Noise Control Engineering (INCE).

2.6.11 Archaeologist

2.6.11.1 Loveless & Linton Consulting is a full service archaeological and Native American monitoring firm. Rebekah Loveless, M.A, RPA is the Principal investigator for all archaeological work provided by Loveless & Linton Consulting. Ms. Loveless is a Registered Professional Archaeologist (RPA #990048) with nearly ten years of field experience in San Diego. In addition to traditional archaeological monitoring and excavations, Ms. Loveless is familiar with the La Jolla area due to her expertise in human osteology (bone). She has worked with contractors, the City of San Diego, legal agencies and local Tribes to identify and repatriate osteological remains. See resume attached.

Relevant projects include:

- Archeological monitoring for Torrey Pines North Golf Course Improvements Project, San Diego, CA
- Archaeological monitoring/bone ID for Border Field State Park, San Diego CA
- Archaeological monitoring for Roseland Gasline Replacement, La Jolla, CA
- Archaeological monitoring/bone ID for Private Residence excavation, La Jolla CA

- Principal Investigator/Archaeological monitor for several City of San Diego Water and Sewer Group Jobs, San Diego CA

2.6.11.2 Rebekah Loveless has completed the 40-hour HAZWOPER training and has a certification document (see certificate attached).

2.6.11.3 Rebekah Loveless meets and exceeds all City qualifications as defined in the City of San Diego Historical Resources Guidelines (HRG).

2.6.11.4 All personnel involved in this project meet or exceed archaeological monitoring qualifications as established in the HRG and have experience monitoring in the City of San Diego.

2.6.12 Native American Monitor

2.6.12.1 Brandon Linton is the lead and coordinating Native American monitor for Loveless & Linton Consulting. Mr. Linton is a tribal member of the San Diego tribe of Mesa Grande Band of Diegueno Indians and has nearly seventeen (17) years of experience as a Native American monitor with twelve (12) being within the City of San Diego. Mr. Linton has participated in a number of projects in the La Jolla area and has valuable experience working successfully with the City of San Diego, contractors, archaeologists and Tribal interests simultaneously. See resume attached.

Relevant projects include:

- Torrey Pines North Golf Course Improvements Project, San Diego, CA
- University of California San Diego Chancellor House, La Jolla, CA
- Private Residence construction, La Jolla, CA
- Border Field State Park, San Diego, CA
- Monitoring for Sewer and Water Group Jobs San Diego, CA

2.6.13 Paleontologist

2.6.13.1 San Diego Natural History Museum's PaleoServices have been paleontological experts in San Diego for over two decades. Since 1994, PaleoServices and their exceptional team have monitored, recovered, and prepared many paleontological resources. Dr. Tom Demere, Ph.D, is the

project director of PaleoServices and has been working in the field since 1981. His staff of qualified and experienced monitors brings unmatched knowledge of the San Diego area. See resume attached.

Relevant projects include:

- Torrey Pines North Golf Course Improvements Project, San Diego, CA
- Paleontological Monitoring and Excavation for San Diego Natural History Museum Expansion, San Diego, CA
- Paleontological Monitoring and Excavation for Otay Ranch Company, Chula Vista, CA
- Paleontological Monitoring for CalTrans Road Improvements, San Diego, CA

2.6.13.2 PaleoServices staff paleontologists meet the City's minimum qualifications.

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Loveless & Linton Consulting

Small Local Business Enterprise (SLBE)

General Services

(NAICS: 541620)

Certification Number: 14LL1103

Effective: 7/15/2016 - 7/15/2018

A handwritten signature in blue ink, appearing to read 'Henry Foster III', is written over a horizontal line.

Henry Foster III
Equal Opportunity Contracting
Program Manager

Brian S. Lohstroh

Principal Biologist

Areas of Expertise

- Special Status Species Surveys, Habitat Assessment, Monitoring and Research
- Wetland Delineation
- Nesting Bird Surveys (MBTA Compliance)
- Biological Opinion Compliance
- Construction Monitoring
- Vegetation Mapping
- Rare Plant Surveys
- Environmental Impact Analysis
- Non-native Species Eradication

U.S. Fish and Wildlife Service Recovery Permit No. TE-063608-5

Presence/Absence Surveys:

- Quino Checkerspot Butterfly (Acquired 2002)
- Fairy Shrimp (Acquired 2003)
- California Gnatcatcher (Acquired 2005)
- Southwestern Willow Flycatcher (Acquired 2005)

Additional Species Experience

- Arroyo Toad (USFWS Approved Handler)
- Desert Tortoise (Approved Handler-Project Based)
- Flat-tailed Horned Lizard (DFW Approved Handler)
- Least Bell's Vireo
- Burrowing Owl Surveys and Relocation
- California Red-legged Frog
- Blunt-nosed Leopard Lizard
- Rattlesnake Relocation
- Wildlife Corridor Studies

Education

Bachelor of Science: Ecology, Behavior, and Evolution, University of California at San Diego (1997)

- **Over 17 Years of Experience**
- **Insured for Professional & General Liability**
- **Certified California Micro Business (#1752905)**
- **Certified City of San Diego Emerging Local Business Enterprise (ELBE #13LB0916)**

Mr. Lohstroh is the sole proprietor and Principal Biologist of Lohstroh Biological Consulting, a small, San Diego-based firm established in 2010. Mr. Lohstroh is a USFWS-permitted biologist and has over 16 years of expertise in Southern California ecology. He has successfully completed and managed a wide variety of projects including those focused on wildlife surveys, habitat assessments, exotic predator control programs, and large construction projects requiring coordination of subcontracted biological monitors. Mr. Lohstroh is experienced in writing biological assessments and technical reports, conducting wetland delineations, habitat restoration, rare plant surveys, vegetation mapping, pitfall trapping, and environmental impact analysis. Mr. Lohstroh has also participated in several research projects focusing on the flora and fauna of southern California, including the Long Term Ecological Monitoring Project on Marine Corps Air Station Miramar, the Bird and Plant Atlas Projects with the San Diego Natural History Museum, and the Desert Tortoise Reproductive Study conducted by the Biological Research Division of the U.S. Geological Survey. Mr. Lohstroh also regularly conducts nesting bird surveys for large scale projects, including the Tactical Infrastructure Maintenance and Repair Project along the International Border, SDG&E Wood to Steel, and the recently completed Sunrise Power Link.

Project Experience

Arroyo Toad Biologist, Chappo Well Project, Marine Corps Base Camp Pendleton, California. Won a competitive bid contract to provide biological monitoring services for a long-term well construction project along the Santa Margarita River. Conducted arroyo toad-focused biological monitoring, arroyo toad exclusionary surveys, nesting bird surveys and provided constructive input to successfully execute the project while adhering to the mitigation measures stated in the Biological Opinion. Project required special access certification for the perimeter road of the Base's air station. (2014-2015)

Thread-leaved Brodiaea and Dry Season Vernal Pool Surveys, Marine Corps Base Camp Pendleton, California. Provided field support for a large 80+ acre parcel known as Vernal Pool Group 68. Followed MCBCP's protocol for Brodiaea surveys, mapped Pendleton button-celery and Blochman's dudleya; collected soil samples within over 250 vernal pools for lab analysis and culturing. (2015)

Protocol Quino Checkerspot Butterfly Surveys and Monitoring, Camp Michael Monsoor, La Posta, California. Provided monitoring during geotechnical investigations; assessed and surveyed 70 acres of suitable habitat for QCB in support of permitting new training facilities on the base. (2015)

Protocol Least Bell's Vireo and Southwestern Willow Flycatcher Surveys, Riverwalk Golf Course, San Diego, California. Surveyed 12 acres of riparian habitat along the San Diego River as part of the permitting process for a proposed housing development. (2015)

Protocol Least Bell's Vireo and Southwestern Willow Flycatcher Surveys, Walker Hills Project, Temecula, California. Surveyed 26 acres of riparian habitat within the Walker Basin west of Temecula as part of the permitting process for a proposed housing development. (2015)

Rare Plant, California Gnatcatcher and Wildlife Corridor Analysis, Pacific Highlands Ranch Preserve San Diego, California. Performed botanical, CAGN and wildlife corridor surveys in support of the preserve management plan. Provided the wildlife corridor analysis and discussion for the management plan document. (2015)

Project Biologist, Caltrans Genesee/I-5 Improvement Project, San Diego, California. Conducted California gnatcatcher surveys, nesting bird surveys and biological monitoring for a major Caltrans road improvement project. Coordinated with Caltrans engineers and biologists to comply with the terms of the project's Biological Opinion. (2015)

Principal Biologist & Lead Biological Monitor, U.S. Border Patrol Tactical Infrastructure Maintenance and Repair Project, San Diego and El Centro Sectors. Performed a number of duties for a contractor providing ongoing infrastructure maintenance along the international border in southern San Diego and Imperial counties. Identified key biological constraints and environmental compliance requirements, prepared results and provided recommendations in detailed reports on a short deadline. Conducted on-call nesting bird surveys, coordinated long-term biological monitoring, FTHL monitoring, provided support for Clean Water Act compliance and devised other environmentally-sound solutions for successfully executing the maintenance program. (2012 to present)

Cold Creek Southwestern Willow flycatcher Surveys, San Bernardino National Forest, Angelus Oaks, California. Conducted flycatcher surveys along a rugged one-mile segment of Cold Creek from its confluence with the Santa Ana River to State Highway 38 over two seasons. These surveys are part of a multi-year monitoring program documenting the creek's recovery from a diesel fuel spill. (2014-2015)

Base Wide California Gnatcatcher Surveys, Marine Corps Base Camp Pendleton, California. Performed three rounds of protocol California gnatcatcher surveys on several 100-acre areas throughout the base. Documented nesting pairs and collected qualitative habitat data for each pair. Coordinated with the base to obtain permission to occupy restricted training areas. (2014)

Rare Plant and California Gnatcatcher Surveys, SX to PQ Wood to Steel/Upgrade Project, San Diego-Poway, California. Conducted focused surveys for rare plants, vernal pool indicator species, California gnatcatchers and burrowing owls along a proposed wood to steel alignment from the Peñasquitos Substation in north San Diego to the Sycamore Substation in Poway. Supported production of a draft Biological Technical Report. (2013 to present)

Arroyo Toad Clearance Surveys and Monitoring, SDG&E Talega Canyon Pole Replacement Project, San Juan Capistrano, California. Performed arroyo toad exclusionary fence clearance surveys and construction monitoring in support of replacement of two steel poles along Talega Canyon in Rancho Mission Viejo. Relocated 6 arroyo toads from within two discrete exclusionary fence areas around a helicopter landing zone and pole work area. Coordinated with SDG&E and USFWS to provide an expert opinion and clearance survey data. (2013)

Belding's Savannah Sparrow, California Gnatcatcher, Southwestern Willow Flycatcher and Least Bell's Vireo Surveys, Olivenhain Trunk Sewer Project, Encinitas, California. Assessed habitat and conducted surveys along a trunk sewer alignment for Belding's savannah sparrow, California gnatcatcher, least Bell's vireo and southwestern willow flycatcher in Escondido Creek and the San Elijo Lagoon. (2012-2013)

Arroyo Toad Biologist, P1093/P1094 Utility Upgrade Project, Marine Corps Base Camp Pendleton, California. Provided on-call biological services for the base-wide utility pole replacement project. Assessed habitat and provided justification for avoiding installation of arroyo toad exclusionary fencing along a series of several utility poles. Conducted nocturnal arroyo toad clearance surveys at other utility pole locations surrounded by arroyo toad exclusionary fence. (2013)

Biological and Aquatic Resource Monitor, San Diego Gas and Electric TL6910 Wood to Steel Project, Chula Vista, California. Conducted nesting bird surveys and provided biological and aquatic resource monitoring support for a 4 mile long wood to steel utility pole conversion project. Alignment traverses sensitive habitat associated with Salt Creek and the Otay River Valley and includes habitat for California gnatcatcher, least Bell's vireo, Quino checkerspot butterfly, and rare plants. (2013)

Area 52 Fueling Station (BFOP) Arroyo Toad Handler/Monitor, Marine Corps Base Camp Pendleton, California. Monitored the installation of an arroyo toad exclusionary fence around a fueling station construction site adjacent San Onofre Creek. Conducted daily exclusionary fence surveys as an arroyo toad handler in morning before construction initiated and in the afternoon after construction ended per MCBCP mitigation requirements. (2012)

Protocol California Gnatcatcher, Least Bell's Vireo, and Southwestern Willow Flycatcher Surveys, Oceanside, California. Performed protocol surveys for all three species on a site proposed for development. Searched for *Brodiaea filifolia* in suitable habitat. (2012)

Protocol California Gnatcatcher Surveys, Tecolote Canyon, San Diego, California. Documented eleven gnatcatcher territories and monitored the breeding status of the resident pairs along a utility line corridor slated for improvements from the vicinity of the Tecolote Canyon golf course to the University of San Diego Campus (Approx. 1.6 miles). Documented findings in an exhaustive report with detailed location mapping. (2012)

Wetlands Delineation, San Marcos, California. Assisted with a jurisdictional delineation along San Marcos Creek as part of the implementation of a proposed restoration area for Hunter Industries. (2011-2012)

Wetlands Delineation, Reach the Beach Project, Del Mar Fairgrounds, California. Assisted with a jurisdictional delineation along San Dieguito River and Lagoon as part of the proposed Reach the Beach trail segment of the Coast to Crest Trail. (2011)

Biological Resources Permitting Lead, Kinder Morgan – Calnev Expansion Project. Coordinated all focused biological surveys, including SW willow flycatcher, least Bell's vireo, California gnatcatcher, desert tortoise, arroyo toad, burrowing owl, Mohave ground squirrel, San Bernardino kangaroo rat, rare plants, and wetland delineation for a 234-mile long pipeline replacement and expansion (Colton, California to Las Vegas, Nevada). Procured and managed several subcontractors, in addition to an internal team of biologists from California, Alaska, Utah and the east coast. Completed the biological technical report, biological assessment & supplement, weed management plan, and restoration plan per BLM and USFS requirements. (2007-2012)

Avian Biologist, Arroyo Toad Biologist and Biological Monitor, Sunrise Power Link Project, San Diego to El Centro, California. Performed nesting bird surveys, nest monitoring, flat-tailed horned lizard and arroyo toad monitoring for the entire 120-mile Sunrise Power Link right-of-way, reconductor lines, and substations. Surveyed for listed species, raptors and other nesting birds up to 500 feet away from work areas; completed daily reports. Locations of all nesting attempts were recorded with GPS-equipped Pen Tablets, and recommendations were made for nest buffers to avoid impacts on nesting birds while allowing construction to proceed. Conducted weekly California gnatcatcher and least Bell's vireo surveys to monitor presence and breeding status near project features. Monitored surveyor and construction crews helicoptered into remote locations throughout the alignment. (2010-2012)

Protocol Vernal Pool Branchiopod Surveys, Marine Corps Base Camp Pendleton, California. Conducted vernal pool surveys for the Base-wide Inventory Project where Mr. Lohstroh surveyed over 200 pools, collected specimens, and collected data within handheld pocket PC. Provided logistics on the base for dry season sampling by Marie Simovich of USD. Coordinated access to training areas as the designated Range Safety Officer. (2010-2011)

Protocol Quino Checkerspot Butterfly and Arroyo Toad Surveys, Viejas/El Capitan Grande Fuels Management Project, Alpine, California. Performed protocol Quino checkerspot butterfly surveys along and adjacent to over 3 miles of unpaved roads. Conducted protocol arroyo toad surveys along segments of King Creek and Los Conejos Creek for a proposed brush clearing project on the El Capitan Indian Reservation. Fieldwork required Native American escorts for the biologists participating in the project. Created project boundary files for use with GPS and provided peer review of final reports. (2010)

Protocol Quino Checkerspot Butterfly Surveys, SDG&E East County Substation Project, Jacumba, California. Conducted protocol Quino checkerspot butterfly surveys on over 500 acres of suitable habitat, including over 13 miles of proposed transmission lines. Participated on a team with five other biologists, and monitored a known Quino population on the site. Provided peer review of final report. (2009-2011)

Protocol Quino Checkerspot Butterfly, Vegetation Mapping and Rare Plant Surveys, Campo Wind Energy Project, Campo, California. Conducted protocol surveys for Quino on over 3400 acres of suitable Quino habitat, and conducted rare plant surveys on over 4400 acres of habitat for a proposed wind energy project on the Campo Indian Reservation. Fieldwork required Native American escorts for the 25+ biologists participating in the project. Rare plant species searched for included desert beauty (*Linanthus bellus*), sticky geraea (*Geraea viscida*), southern jewelflower (*Streptanthus campestris*) and Jacumba milk-vetch (*Astragalus douglassii* var. *perstrictus*). (2010)

Biological Inventory Surveys, Otay Land Company Parcel D, Jamul Mountains, California. Conducted surveys for Quino checkerspot butterfly, and general biological surveys for special status species on an 1800-acre area in the Jamul Mountains. Documented several populations of Quino, and compiled an inventory of over 20 special status plant and animal species. (2000-2009)

Desert Tortoise Relocation Plan Lead, Calico Solar Energy Facility Application for Certification (AFC) and Environmental Impact Statement (EIS), Pisgah, California. Prepared a desert tortoise translocation plan for a 15,000-acre, 800MW thermal generating facility located within San Bernardino County. Participated as a team lead for burrowing owl surveys covering the entire site and managed the coordination of field teams and equipment. (2009)

Peninsular Bighorn Sheep Biological Assessment, Imperial Valley Solar Facility AFC and EIS, Imperial County, California. Prepared a biological assessment for Peninsular bighorn sheep in support of an Application for Certification for an 7,000-acre, 800MW thermal generating facility located within Imperial County. (2009)

Biology Task Lead, Gregory Canyon Landfill Permitting and Compliance, Pala, California. Provided support for Endangered Species Act compliance, jurisdictional waters permitting, and arroyo toad impact assessment and surveys. Conducted arroyo toad monitoring surveys, and over 50 hours of upland arroyo toad surveys to gather data on non-breeding arroyo toad activity along the San Luis Rey River. Conducted southwestern willow flycatcher surveys and documented least Bell's vireo habitat usage along the San Luis Rey River. (2005 to present)

California Red-legged Frog, Arroyo Toad, Least Bell's Vireo and Southwestern Willow Flycatcher Surveys, Santa Clarita, California. Conducted USFWS protocol surveys along a proposed rail alignment. Detected a previously undocumented population of California red-legged frogs along a tributary to the Santa Clara River/Soledad Canyon. Assessed and surveyed over 10 miles of habitat for the frog, toad, vireo and flycatcher. (2009-2010)

Biological Surveys and Assessment, Flat Rock Land Company Parcels A, B, and C, Chula Vista, California. Managed and performed Quino checkerspot butterfly surveys, least Bell's vireo surveys, California gnatcatcher surveys, special status plant surveys, vegetation mapping, wetland delineation and impact assessment on parcels along the Otay River Valley. Compiled field data and prepared biological technical reports. (2000-2010)

Blunt-nosed Leopard Lizard Surveys, San Joaquin Solar 1&2 Hybrid Power Plant, Coalinga California AFC. Conducted surveys for blunt-nosed leopard lizard, San Joaquin antelope squirrel, kangaroo rat, and performed general wildlife and vegetation mapping of a 640-acre site and 6-mile transmission line alignment in Fresno County, CA. (2009)

Blunt-nosed Leopard Lizard Surveys, SunPower California Valley Solar Ranch, California. Conducted blunt-nosed leopard lizard survey within a team of biologists in support of a Conditional Use Permit for a photovoltaic facility located within San Luis Obispo County. The project survey effort covered 19,000 acres. Other species observed included San Joaquin kit fox. (2008-2009)

Senior Project Biologist, Coastal Rail Trail, San Diego, California. Led a team of biologists who conducted least Bell's vireo and California gnatcatcher surveys and wetland delineations along a segment of Rose Canyon in support of permitting this project for the City of San Diego. (2007-2009)

Biology Task Lead, I-805 Managed Lanes Project, San Diego, California. Led and managed listed species surveys, including least Bell's vireo, southwestern willow flycatcher, California gnatcatcher, vernal pool brachiopods, and Quino checkerspot butterfly. Also participated as a task leader for the wetland delineation along a 15 mile stretch of freeway. Prepared NES for Caltrans. (2006-2007)

Wildlife Corridor Study, Del Mar, California. Conducted a wildlife corridor assessment for a horse stable located within a suspected wildlife linkage corridor. Installed and maintained 30 gypsum powder passive tracking stations and 5 infrared sensor cameras. Identified tracks and scat of large mammal species, including, bobcat, coyote, and southern mule deer. (2006)

Arroyo Toad and Southwestern Willow Flycatcher Surveys, Whitewater Canyon, Riverside County, California. Conducted USFWS protocol arroyo toad and southwestern willow flycatcher surveys along a 2000 foot segment of Whitewater Canyon in support of a FEMA permitting program. (2006)

Burrowing Owl Passive Relocation, Caltrans State Route 7, Calexico, California. Constructed artificial burrows and passively relocated over 50 pairs of burrowing owls for a road project in the Imperial Valley. Monitored nesting pairs and burrow occupation with a fiber-optic scope. (2005)

Fairy Shrimp Surveys, SONGS RPV Transport Marine Corps Base Camp Pendleton, California. Identified federally listed Riverside fairy shrimp (*Streptocephalus woottoni*), and San Diego fairy shrimp (*Branchinecta sandiegonensis*) during presence/absence surveys of approximately 50 vernal pools. (2005)

Exotic Predator Control, San Mateo Creek and Lagoon, San Onofre, California. Coordinated and executed an exotic predator control program at San Mateo Creek in San Diego County. Removed exotic species including bullfrogs, crayfish, and mosquito fish using gigs and seines to benefit native rare tidewater gobies and arroyo toads. Managed the project database, provided biweekly summary reports to CalTrans, and composed a summary report. Conducted diurnal and nocturnal eradication with the aid of seine nets, dip nets, and frog gigs. Obtained approval from USFWS to conduct these activities in arroyo toad habitat. Collaborated with ichthyologist Camm Swift during the entire program. (2004-2005)

Restoration Monitoring, Dana Point Headlands, California. Conducted point-intercept transects for a revegetation monitoring program. Collected rare plant (cliff spurge) location data using a submeter GPS in order to avoid potential impacts resulting from the proposed development of an interpretive trail within the headlands preserve. (2003-2007)

Special Status Species Surveys, Twin Creeks Ranch, Aguanga Valley, California. Conducted Quino checkerspot butterfly, least Bell's vireo and southwestern willow flycatcher surveys for the land owner in anticipation of a proposed development. Detected a previously undocumented population of Quino. (2003)

Special Status Species Surveys and Wetlands Delineation, Pacific Clay Products, Alberhill, Riverside County, California. Conducted Quino checkerspot butterfly, least Bell's vireo and southwestern willow flycatcher surveys for the clay harvesting facility. Performed a jurisdictional delineation along Temescal Creek, and orchestrated completion all pertinent reports and figures in coordination with GIS analysts. (2003)

Limonite Avenue Wetlands Delineation, Riverside County, California. Assisted with conducting a jurisdictional delineation along a segment of Limonite Avenue, a road requiring county improvements. Dug soil pits, identified vegetation, and assessed hydrology. (2002)

Fairy Shrimp Surveys, Kinder Morgan Concord to Sacramento Pipeline, Central Valley, California. Assisted a permitted biologist with surveys for fairy shrimps along a proposed gas pipeline corridor. Dip-netted over 200 pools. Fairy shrimp observed included the U.S. Fish and Wildlife listed endangered vernal pool fairy shrimp (*Branchinecta lynchi*) and vernal pool tadpole shrimp (*Lepidurus packardii*), as well as midvalley fairy shrimp (*B. mesovallensis*), California fairy shrimp (*Linderiella occidentalis*) and versatile fairy shrimp (*B. lindahli*). (2002)

Biological Assessment, Prescribed Burn Program, Federal Emergency Management Agency, San Bernardino, California. Performed an Assessment of USFS modeled habitat and conducted special status species surveys in the Front Range of the San Bernardino Mountains. Assessed impacts on California gnatcatcher, least Bell's Vireo, southwestern willow flycatcher, arroyo toad, and Nevin's barberry for a prescribed burn program. Prepared Biological Assessment for FEMA. (2001-2003)

Wetlands Habitat Assessment, Gas Research Institute, Midland, Michigan. Assessed local effects to habitat and wildlife from pipeline rights-of-way through wetlands. Recommended best management practices as part of an adaptive management approach to minimizing impacts and facilitating reclamation. Published findings in a final report. (2001)

Storm Drain GPS Survey, Port of San Diego, California. Collected global positioning system data of storm drain systems within parks owned by the Port of San Diego. Instructed others in the use of the submeter Trimble GPS system. Performed data post-processing and managed the GIS database. (2001)

Project Biologist, State Route 58 Bypass Freeway Project, CalTrans, Mojave, California. Supervised and orchestrated preconstruction surveys and construction monitoring for a major road construction project through desert tortoise habitat. Implemented the worker environmental awareness program, and conducted regular biological monitoring visits of project site. (2000-2004)

Permit Compliance and Restoration Monitoring, San Diego River Improvement Project, Lakeside Land Development Company, California. Involved in Section 404 permitting and Endangered Species Act Compliance for a major floodplain-restoration project on the San Diego River. Participated in habitat restoration implementation, including vegetation transects and data analysis. Conducted regular biological monitoring visits of project site, and documented recolonization of least Bell's vireo into a reclaimed sand mine. (2000-2006)

Wildlife Corridor Study, Chino Hills, California. Led a team of biologists for a large-scale wildlife corridor assessment in the hills of Orange County. Monitored and maintained 90 passive tracking stations and completed 6-mile transects locating and identifying tracks and scat of large mammal species, including mountain lion, bobcat, coyote, and southern mule deer. Managed the project database and directed creation of exhibits with GIS. (2000)

Biological Monitor, Range 314, MCB Camp Pendleton, California. Monitored construction to ensure avoidance of endangered arroyo toad and other sensitive species during a communications line installation project adjacent to San Mateo Creek. Trained construction crews in the identification of protected species and ways to reduce impacts to species' habitat. (1999)

AFC Biology Task Lead, Pacific Gas and Electric Generating Company, Otay Mesa Power Generating Plant, San Diego, California.

Conducted least Bell's vireo, Quino checkerspot butterfly and general biological surveys for a biological resource assessment and prepared the biology section of the Application for Certification. Coordinated the preparation of the biology report for the County of San Diego, biological assessment for the U.S. Fish and Wildlife Service, and biological resources mitigation and implementation plan for the California Department of Fish and Game and U.S. Fish and Wildlife Service. Maintained GIS map updates for all documents. (1999-2000)

Brown Pelican Monitoring, Harbor Dredging, Marina Del Rey, California. Conducted nocturnal monitoring of roosting endangered California brown pelicans during harbor dredging operations. Observed pelicans with night-vision binoculars. (1999)

Light-footed Clapper Rail Surveys, Sweetwater River, Bonita, California. Conducted light-footed clapper rail presence/absence surveys in freshwater marsh habitat along the Sweetwater River. Conducted territory photo-documentation. (1999)

Biological Monitoring, San Elijo Joint Powers Authority Water Reclamation Project, San Elijo Lagoon, Cardiff, California. Performed daily biological monitoring during pipeline installation and horizontal directional drilling operation. Duties included monitoring construction limits, water quality, and California gnatcatcher activity in the work area. Completed daily reports with a shorebird and upland bird list and took construction photographs. (1999)

Long Term Ecological Monitoring Project, Marine Corps Air Station Miramar, San Diego, California. Participated in a pitfall trapping program (4,500 pitfall trap days) capturing mammals, reptiles, and amphibians for five-year ecological monitoring study. Conducted introduced bullfrog and fish control using seine nets, dip nets, and hand capture. Performed over 230 trap hours of small mammal-trapping, and became familiar with procedures associated with proper handling and identification of small mammals captured with both Sherman and Stoddard traps and skill at identifying mammal tracks. Maintained and analyzed species data using Microsoft Access, and Excel. (1998-2000)

Arroyo Toad Surveys and Permit Compliance, Sloan Canyon Sand Company Project, Dehesa, California. Involved in management of Endangered Species Act compliance and developing a plan to mine while conserving the endangered arroyo toad population. Participated in construction monitoring and arroyo toad surveys. (1999-2003)

Storm Drain Habitat Assessment, San Diego County, California. Conducted preliminary evaluations of 718 storm drain sites for the County of San Diego Department of Public Works in support of RGP 63 compliance. Habitat evaluations considered use by arroyo toad, willow flycatcher, least Bell's vireo, and California gnatcatcher. Documented sites with photographs and site descriptions, data was formatted and organized into a large Microsoft Excel database for the County of San Diego. (1998-1999)

Exotic Predator Control, Sweetwater River, San Diego, California. Assisted with removal of exotic fish, crayfish, turtles and bullfrogs with the aid of a fine-mesh seine and dip nets within the Sweetwater River in the vicinity of the Sweetwater Reservoir. (1998)

Arroyo Toad Exclusionary Fence Installation, San Pasqual Valley, California. Installed 7,020 feet (nearly 1.3 miles) of arroyo toad exclusionary fence using a trencher and hand tools in the San Dieguito River for the City of San Diego. Monitoring surveys conducted subsequently. (1998)

Volunteer Biologist, Desert Tortoise Reproductive Study, Mojave National Preserve (Joshua Tree National Park) and Mesa Power Station (Palm Springs, California). Provided technical support, including recovering desert tortoises with radio telemetry, transmitter attachment/logistics, x-radiography procedures, conducting field surveys of tortoises, vegetation sampling, and data entry. (1998)

Additional Project Experience and Credentials Available On Request



3129 Tiger Run Court, Suite 202
Carlsbad, CA 92010
619-609-0712

Steven P. Fiedler, INCE

- Bachelor of Science, Applied Physics (Acoustics), Purdue University, West Lafayette, IN, 2000
- Member, Institute of Noise Control Engineering (INCE)

Mr. Fiedler has over 16 years of experience in noise and vibration project management. He is responsible for project planning and preparation of noise and vibration technical studies for recreational / sports facilities, residential and mixed-use developments, commercial / industrial projects, energy (power plant, wind turbine and oil & gas) facilities, military, and transportation (airport, helipad, railroad, and highway) projects.

Mr. Fiedler is experienced at conducting field measurements, documenting field construction observations, analyzing impacts from construction, mechanical, transportation, and industrial noise sources against local, state, and federal regulatory standards, providing recommendations for mitigation of impacts, and environmental documentation of findings.

Mr. Fiedler's technical capabilities include the use of noise prediction and noise isolation software, various sound level meters, dosimeters and spectrum analyzers. He also prepares noise studies for compliance with the City of San Diego General Plan Noise Element and Noise Ordinance, California Building Code, and the U.S. Department of Housing and Urban Development Guidelines.





3129 Tiger Run Court, Suite 202
Carlsbad, CA 92010
619-609-0712

dBFA Associates, Inc. (dBFA) is a California Small Business Enterprise (SBE) formed in March 2013 specializing in noise and vibration analysis and mitigation. Our company has four staff members located in San Diego, CA. Our principals have more than 45 years of combined experience in conducting noise and vibration studies for many clients throughout San Diego County and California. Through our current and past experience, we have gained a thorough understanding of the issues involved in mitigating noise and vibration impacts. dBFA staff have built a solid reputation for service and dedication to quality that our clients have come to expect.

We offer the following services:

- Construction Noise and Vibration Monitoring / Mitigation Monitoring
- Noise-Sensitive Threatened and Endangered Species Protection
- Acoustical Analysis for Environmental Impact Reports / Statements (CEQA / NEPA)
- Community and Mitigation Noise Monitoring
- Site Selection and Feasibility Studies
- Noise Studies for Residential, Mixed-Use and Commercial / Industrial projects
- Architectural and Structural Acoustics for Compliance with California Building Code Noise Insulation Standards, FHWA, and HUD guidelines
- Field Sound Transmission Class (FSTC) and Field Impact Insulation Class (FIIC) Testing
- Transportation Noise Studies (roadway, rail and airports)
- Industrial and Commercial Noise Control Engineering and Noise Source Compliance Monitoring
- Noise and Vibration Control Policy Development
- Expert Testimony

This broad range of experience enables dBFA to develop effective solutions to minimize impacts.



Rebekah Loveless M.A., RPA

Principal Investigator/Human Osteologist



Expertise

- San Diego Archaeology
- Archaeological Methods
- Human Osteology (Bone ID)
- Project Management
- Regulatory Compliance and Mitigation

Education

California State University,
San Diego, M.A.
Archaeology/Human Osteology
2013

California State University,
San Diego, B.A.
Anthropology/Human Osteology
2006

Professional Experience

Principle Investigator/ Archaeologist/
Osteologist
Loveless & Linton Consulting
San Diego, CA.
2013-Present

Supervising Archaeologist
K.P. Environmental
Cardiff, CA
2013

Archaeologist/Osteologist
HDR, EOC.
San Diego, CA
2012

Supervising Archaeologist
ASM, Affiliates
Carlsbad, CA
2010-2012

Archaeologist/ Osteologist
Laguna Mt. Environmental
San Diego, CA
2010-2012

Human Osteologist/ Archaeologist/Lab
Director
Golden State Environmental
San Diego, CA
2008-2010

About Rebekah

Ms. Loveless has nearly 10 years of field and lab experience in cultural resources management with over 10 years of human osteology (bone identification) experience in San Diego and Imperial Counties. She is a Registered Professional Archaeologist (RPA) with an expertise in regulatory compliance, archaeological field work, cultural sensitivity and human osteology and exceeds the Secretary of the Interior's standards for archaeology. Her diverse roles in many archaeological projects has led her to be well trained in many aspects of the profession. Performance duties include project management, surveys, monitoring, artifact identification and analysis, cataloguing, site assessment, testing, excavation, program development, Native American consultation and coordination, bone identification, and mitigation development. Ms. Loveless is also responsible for writing documents compliant under the California Environmental Quality Act (CEQA) and the National Historic Preservation Act (NHPA). She has worked on both private and public agency projects, including BLM, City of San Diego, San Diego Medical Examiner, San Diego Gas & Electric, local Tribal Governments and regularly communicates with the Native American Heritage Committee (NAHC). She continues to work closely with clients and Tribal representatives to develop mitigation measures that are agreeable to all parties and conducive to project development while upholding the utmost respect and sensitivity for the resources and the people involved. With an understanding of environmental regulations and a passion for cultural concerns and project success, Ms. Loveless has developed relationships with all involved parties to cohesively and successfully complete projects of varied sizes and at all stages of development. Duties and responsibilities regularly fulfilled include project mitigation, monitoring, excavation, data collection, project management, peer review and authoring compliance documents.

Project Experience

City of San Diego Capital Improvement Projects

Ms. Loveless serves as Principle Investigator for multiple City of San Diego Capital Improvement projects. Duties include project management archival research, archaeological monitoring recommendations, construction monitoring, osteological identification/pre-sort and multi-party coordination. Current and past projects include, but are not limited to the following:

- Sewer and Water Group Job(GJ) 809, La Jolla, CA
- Sewer and Water GJ695, Golden Hill, CA
- Sewer and Water GJ 940, College Area, CA
- Sewer and Water Design Build AC 1016, Point Loma, CA
- Sewer and Water Design Build AC 816, Pacific Beach, CA
- Drainage/Culvert Replacement, La Jolla, CA
- Water Replacement AC 840, Encanto, CA

Torrey Pines North Golf Course Improvements

As Archaeological Principal Investigator, responsibilities included environmental team management, archaeological monitoring, scheduling, making recommendations for discoveries and communication with project management and tribal interests.

Professional Certifications and Recognitions

Registered Professional Archaeologist (RPA)

San Diego City Approved Archaeological Monitor

Uniquely recognized by Kumeyaay Cultural Repatriation Committee (KCRC) as able to pre-sort, coordinate and handle identification process of Human Remains

Recognized by San Diego Medical Examiner's Office, Imperial Valley Coroner and contracted Forensic Anthropologist for ability to aid in the identification and coordination of identification of archaeological human remains

Professional Training

Association of Environmental Professionals (AEP): CEQA/NEPA and NAGPRA compliance training

Museum of Man Personnel, San Diego: Archaeological Human Bone Identification

San Diego Mesa College, San Diego: American Board of Forensic Anthropology Bone Identification

Arizona State University: Identification of Archaeological Human Remains

California Fish and Wildlife: Flat Tail Horned Lizard handling

Publications and Research

"Protocol for Repatriation of Deceased Migrants in San Diego County" An archaeological, cultural, historical and procedural review of San Diego's border and human movement. 2013

"City of Imperial Regional Park and Equestrian Center Phase I Cultural Resources Study" 2014

Project Experience Continued

Morena Blvd Station Planning Area San Diego, CA

As Principle Investigator for the cultural section of City sponsored programmatic Environmental Impact Report (EIR) for urban development, Ms. Loveless is in charge of design and directing the study and report under CEQA and local guidelines.

Sewer and Water Group Job 809 Excavation La Jolla, CA

Ms. Loveless assisted the Forensic Anthropologist in excavation of human within project boundaries. In addition, she was responsible for coordination between Tribal representatives and the Medical Examiner's Office.

Private Residence Construction La Jolla, CA

As project Osteologist, Ms. Loveless excavated osteological material and identified remains as potentially human, coordinated legal identification and repatriation.

Roseland Pipeline Replacement Project

San Diego Gas & Electric
La Jolla, CA

As a lead archaeologist and city approved monitor, Ms. Loveless was in charge of monitoring a gas pipeline replacement in an area that is known to be highly culturally sensitive. Ms. Loveless was responsible for knowing, understanding and operating under CEQA, and local regulations and communicating any finds to the appropriate parties for compliance management.

Sunrise Powerlink San Diego and Imperial Counties

As lead archaeologist for a large 500kv transmission line construction project, Ms. Loveless was responsible for monitor coordination, artifact identification, construction monitoring and reporting.

Compliance Monitoring for various Solar Projects Imperial County

As part of the environmental compliance team for multiple alternative energy projects, Ms. Loveless was in charge of overseeing construction activities, monitoring construction and ensuring the projects are compliant with state, local and project specific regulations.

Border Field State Park Excavation San Diego, CA

As part of a large scale excavation for California State Parks, Ms. Loveless was tasked with archaeological excavation, identification of potential human remains and lab operations.

*Additional Project Experience and References are available upon request

Certificate of Completion

This is to certify that
Rebekah Loveless
Has completed
HAZWOPER 40 HR

360training.com, Inc. is authorized by IACET to offer 4.0 CEUs for this program.

Completion Date: 09/21/2015

Course Duration: 40.0



360training.com

360training.com ♦ 13801 Burnet Rd., Suite 100 ♦ Austin, TX 78727 ♦ 800-442-1149 ♦ www.360trainingsupport.com



This certifies that the person named below successfully completed a

Rebekah Loveless

HAZWOPER 40 HR

F. Marie Athey, OHST

Trainer Name

09/21/2015

Completed



This is your pocket card which may be used for proof of completion of your training. This training is intended to provide supervisor awareness for recognizing and preventing hazards on a construction site. Workers must receive additional training as required for the specific hazards of their job or federal, state, and local requirements.

360training.com, Inc. is accredited by the International Association for Continuing Education and Training (IACET) and is authorized to issue the IACET CEU.

360training.com is a trademark of 360training.com, Inc.



Questions? Visit
www.oshacampus.com

safety@oshacampus.com
1-800-442-1149

(CUT HERE)

(FOLD)

This Card May Not Be Reproduced

Brandon Linton

Cultural Principal Investigator/ Tribal Member



Expertise

- Cultural Landscape Analysis
- Artifact Analysis
- Project Design
- San Diego Native American History
- Human Osteology (Bone ID)
- Tribal Lands
- Native American/Archaeological Regulatory Compliance and Mitigation

Education

San Diego Mesa College
San Diego, CA
Archaeological Faunal Analysis
2014

San Diego State University
San Diego, CA
Human Osteology
2006

San Diego Museum of Man
San Diego, CA
Cultural Awareness and Archaeological methods training
2005

Pechanga Indian Reservation Cultural Monitoring Program
Temecula, CA
Artifact identification, analysis and archaeological methods
2004

Professional Experience

Loveless & Linton Consulting
Lead Native American Monitor/ Tribal Liaison
San Diego, CA.
2013-Present

Red Tail Monitoring and Research
Lead Native American Monitor/
Archaeologist/ Project Development
Santa Ysabel, CA
2004-2009

Pechanga Indian Reservation
Project Manager/Lead Tribal Monitor
Temecula, CA 2000-2004

About Brandon

Mr. Linton 15 years of experience in the field of cultural resources management, working as both a Native American monitor, and archaeologist. Specializations include Native American cultural resources and concerns, Human Osteology, Cultural compliance, tribal lands. He is an active tribal member of the Mesa Grande Band of Mission Indians of San Diego, CA. As former founding partner of a very successful Native American Monitoring company, he has been responsible for an array of tasks that include project development, cultural coordination and consultation, field work, project management, artifact analysis, and repatriation. He developed his archaeological skills by working with archaeologists and participating in all stages of archaeological field work including planning, survey, excavation, recordation, and analysis. He is familiar with all governing compliance regulations including California Environmental Quality Act (CEQA), Native American Graves and Repatriation Act (NAGPRA), Senate Bill 18 (SB18), Assembly Bill 52 (AB52), Health and Safety Code (HSC) 7050.5 and relating regulatory codes. Currently Mr. Linton is active in the cultural resources management field in San Diego, CA, continuing to assist with project design, mitigation and mediation, participating in archaeological field work and monitoring construction activities in both public and private sectors

Project Experience

City of San Diego Capital Improvement Projects. 2013-Present

As an owning partner in Loveless & Linton Consulting, Mr. Linton currently serves as lead tribal liaison and monitor for multiple City of San Diego Capital Improvement projects. Duties include project management, tribal coordination, ethnographic research, artifact identification, cultural landscape analysis, Native American monitoring recommendations and construction monitoring. Current, upcoming and past projects include, but are not limited to the following:

- Torrey Pines North Golf Course Improvements
- Sewer and Water Group Job(GJ) 809, La Jolla, CA
- Sewer and Water GJ695, Golden Hill, CA
- Sewer and Water GJ 940, College Area, CA
- Sewer and Water Design Build AC 1016, Point Loma, CA
- Sewer and Water Design Build AC 816, Pacific Beach, CA
- Drainage/Culvert Replacement, La Jolla, CA
- Water Replacement AC 840, Encanto, CA

As owning partner in his former Native American Monitoring company, Mr. Linton participated in various development projects within the City of San Diego. His responsibilities included project management, coordination of monitors, cultural sensitivity trainings, mitigation, construction management, excavation and interpretation. Some of the types of projects are listed below:

- Capital Improvement
- Wet and Dry Utility Replacement
- Private Residence Development
- Design and Build
- Planning/Pre-Construction Site Evaluation

Brandon Linton

Cultural Principal Investigator/ Tribal Member



Professional Recognitions

San Diego City approved archaeological and Native American Monitor

Delegate on Kumeyaay Cultural Repatriation Committee

Professional Training

Museum of Man Personnel, San Diego: Archaeological Human Bone Identification

Pechanga Indian Reservation Cultural Resources and Native American Monitoring: Archaeological methods, artifact analysis, project compliance and mitigation.

Torrey Pines North Golf Course Improvements

As Cultural Principal Investigator, responsibilities included tribal communication, coordination and overseeing Native American monitoring. Additionally, Mr. Linton was responsible for attendance of weekly meetings and working with management team to avoid adverse effects.

Morena Blvd Station Planning Area San Diego, CA 2015

As lead tribal liaison for the cultural section of City sponsored programmatic Environmental Impact Report (EIR) for urban development, Mr. Linton is in charge of design input, cultural landscape analysis and Native American participation program

Pardee Homes Horse Ranch Project San Diego, CA 2012

As a project archaeologist and Native Monitor, Mr. Linton was tasked with working with monitoring the archaeologist during the process of identifying potential human remains. He assisted in designing a protocol that ensured fast, respectful identification while keeping project on track. He also communicated status and conditions to tribal parties, archaeologist, and developers.

Sunrise Powerlink San Diego and Imperial Counties 2006-2008

As lead Native American monitor for the rout survey for a large 500kv transmission line project, Mr. Linton was responsible for monitor coordination, artifact identification, proposal analysis and recommendations.

Border Field State Park Excavation San Diego, CA 2008

As part of a large scale excavation for California State Parks, Mr. Linton was tasked with managing the Native American monitoring portion of the project, identification of potential human remains, project mitigation and reporting.

City of San Diego Capital Improvement Projects. 2006-2010
As an owning partner of Red Tail Monitoring and Research, Mr. Linton served as lead tribal liaison and monitor for multiple City of San Diego Capital Improvement projects. Duties include project management, tribal coordination, ethnographic research, artifact identification, cultural landscape analysis, Native American monitoring recommendations and construction monitoring. Excavation, survey, artifact identification and cataloguing.

Pechanga Cultural Monitor. San Diego and Riverside Counties 2002-2006

Lead Cultural Monitor; was responsible for additional monitors, site monitoring, artifact identification, coordination between archaeologists and Native American monitors, developing and teaching archaeological methodology course to Native American Monitors, excavation and recordation of sites, etc.

Additional project experience and reference are available upon request

THOMAS A. DEMÉRÉ, PhD
Director, Department of PaleoServices, SDNHM

Dr. Deméré has worked as a professional paleontologist since 1974 and has been with the San Diego Natural History Museum since 1979. Since 1994, Tom has served as Curator of Paleontology and Director of PaleoServices at the Museum. As Director of PaleoServices, Tom has served as principal paleontologist and project manager for hundreds of paleontological resource projects ranging from initial resource assessments, through impact evaluation, to actual impact mitigation. Although the majority of this work has been with residential, commercial, and roadway projects within San Diego County, it has also involved a number of water, sewer, natural gas pipeline, and utility transmission line projects throughout the southern California area.

Dr. Deméré has worked extensively with Caltrans (District 11) and has managed paleontological mitigation projects ranging from onramp improvements and shoulder widening to construction of new freeways. He has also prepared numerous Paleontological Identification Reports, Paleontological Evaluation Reports, Paleontological Mitigation Plans and Paleontological Mitigation Reports for various Caltrans projects. Dr. Deméré has served as principal paleontologist and report writer for many power generation and transmission line projects and is well versed in the permitting and approval requirements of state agencies (California Energy Commission, California Public Utilities Commission, and California State Parks) and federal agencies (Bureau of Land Management, National Forest Service, and National Park Service) having jurisdiction oversight of such projects.

Education:

PhD, Evolutionary Biology, University of California, Los Angeles, 1994
MS, Geology, University of Southern California, 1978
BS, Geology, San Diego State University, 1972

Positions:

Curator; Department of Paleontology, San Diego Natural History Museum (SDNHM), 1994 to present.
Director, Department of PaleoServices, SDNHM, 1995 to present.
Lecturer, Department of Geological Sciences, SDSU, 2008 to present.
Interim Director; Biodiversity Research Center of the Californias, SDNHM, 2001 - 2005.
Interim Director; Research and Collections Division, SDNHM, 1994 - 1997.
Adjunct Faculty, Department of Biology, San Diego State University (SDSU), 1995 to present.
Adjunct Faculty, Department of Geological Sciences, SDSU, 1995 to present.
Assistant Curator; Department of Paleontology, SDNHM, 1992 - 1994.
Collections Manager; Department of Paleontology, SDNHM, 1984 - 1992.
Curatorial Assistant; Department of Paleontology, SDNHM, 1979 - 1984.
Micropaleontologist; Anderson, Warren & Associates, Inc., San Diego, CA, 1973 - 1978.

Professional Memberships:

Society of Vertebrate Paleontology
Paleontological Society
Society for Marine Mammalogy

Certifications

Qualified Paleontologist: City of San Diego, County of San Diego
Approved Paleontological Consultant: County of Riverside
Certified Paleontologist: County of Orange

2.7 EQUAL EMPLOYMENT & CONTRACTING OPPORTUNITY

2.7.1 WORK FORCE REPORT

2.7.1.1 N / A – No Employees located within San Diego County. However, we have submitted work force data for our managing office in Plainfield, IL (See Attachment D (Form BB05 – Work Force Report) Enclosed).

2.7.2 EQUAL OPPORTUNITY ASSURANCES

2.7.2.1.1 Specific actions taken to ensure equal opportunity with Wadsworth’s employment and subcontracting practices are (1) Attachment D (Form AA50 - Design-Build Subcontractors and Suppliers Past Participation List (over \$1,900,000 in 2016)) submitted under separate cover, and (2) Attachment D (Form BB05 – Work Force Report) enclosed as part of this document.

2.7.2.1.2 Wadsworth Golf’s approach to recruit and hire a local and diverse workforce is by means of local advertising with radio, internet ads and local networking. Training of the workforce is accomplished in the field by each on-site supervisor and crew leader per the training guidelines provided by the company for each specific work phase of the project.

2.7.2.1.3 Wadsworth Golf Construction Company is active with the Golf Course Superintendent’s Association of America (GCSAA) on a national, regional and local level, which includes their respective scholarship programs.

The Wadsworth Golf Charities Foundation (WGCF) was established in 1997. The Foundation is organized exclusively for charitable, benevolent and educational purposes within the meaning of 501c3 of the Internal Revenue Code. The Foundation seeks to support most worthy efforts that use golf to (1) benefit disadvantaged and handicapped persons, (2) encourage youth participation in positive activities, (3) help prevent man from perpetrating crime or injury upon others, and (4) contribute to the development of skills and respectful conduct in sports, appreciation of the arts, and refinement of manners, taste and thought.

The Wadsworth Golf Charities Foundation has made generous contributions on an annual basis since its inception in 1997. Some programs and facilities that are recipient of these contributions include (1) The First Tee Chapters, (2) Junior, Adult, & Family Golf Programs, (3) Handicapped and Therapeutic Programs, (4) Golf Associations, Foundations and Universities, and (5) the Golf Course Builder’s Association of America’s (GCBA) Sticks for Kids Program.

The WCGF's *Links Across America* program is dedicated to creating a team of Company partners from the Golf Industry to develop "feeder short courses" (three, six or nine hole) across the country that will provide affordable golf for youth, families, adult beginners and individuals with injuries and disabilities from all ethnic backgrounds. In addition to the programs listed above, the WCGF also partners with communities, park districts, forest preserves districts, YMCA's, existing golf courses that have land or school districts that have no means to secure or donate land to develop and construct these *Links* short courses and driving range facilities.

A local facility that receives contributions from the *Links Across America* program is:

PRO KIDS/FIRST TEE OF SAN DIEGO - 4085 52nd Street, San Diego, CA 92105

Additional information about the Wadsworth Golf Charities Foundation can be found online at: www.wadsworthgolffoundation.org.

2.7.3 SUBCONTRACTOR DOCUMENTATION

2.7.3.2 See Attachment D (Form AA50 – Design-Build Subcontractors & Suppliers Past Participation List) under Separate Cover.

2.7.4 NON-DISCRIMINATION IN CONTRACTING

2.7.4.1 Design-Builder (Wadsworth Golf) agrees to provide documentation as required within the section of this RFQ.

2.7.5 DISCLOSURE OF DISCRIMINATION COMPLAINTS

2.7.5.1 See Attachment D (Design-Builders Certification of Pending Actions) under Separate Cover.

2.7.6 FAILURE OF SUBMISSION

2.7.6.1 Design-Builder (Wadsworth Golf) has submitted the required EOCP information as required per this RFQ.



City of San Diego
 EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Avenue, Suite 200, San Diego, CA 92101
 (619) 236-6000 FAX: (619) 235-5209

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*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 13941 S Van Dyke Rd

City Plainfield County Will State IL Zip 60544

Telephone Number: (815) 436.8400 FAX Number: (815) 436.8404

Name of Company CEO: Patrick Karnick

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N / A

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: _____ Type of License: A C27 #455877

The Company has appointed: Mark Slugoeki

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 13941 S Van Dyke Rd, Plainfield, IL 60544

Telephone Number: (602) 376.3315 FAX Number: (815) 436.8404

For Firms: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of

Wadsworth Golf Construction Company

(Firm Name)

Will

(County)

IL

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this day of March 9, 2017.


 (Authorized Signature)

Patrick Karnick

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Wadsworth Golf Construction Company

DATE: 03.09.2017

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

| OCCUPATIONAL CATEGORY | (1) African-American | | (2) Latino | | (3) Asian | | (4) American Indian | | (5) Filipino | | (6) Caucasian | | (7) Other Ethnicities | |
|--|----------------------|-----|------------|-----|-----------|-----|---------------------|-----|--------------|-----|---------------|-----|-----------------------|-----|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Executive, Administrative, Managerial | | | 4 | | | | | | | | | 6 | | |
| Professional Specialty | | | | | | | | | | | | | | |
| Engineers/Architects | | | | | | | | | | | | | | |
| Technicians and Related Support | | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | | |
| Administrative Support/Clerical | | | | | | | | | | | | | | |
| Services | | | | | | | | | | | | | | |
| Precision Production, Craft and Repair | | | | | | | | | | | | | | |
| Machine Operators, Assemblers, Inspectors | | | | | | | | | | | | | | |
| Transportation and Material Moving | | | | | | | | | | | | | | |
| Handlers, Equipment Cleaners, Helpers and Non-construction Laborers* | | | | | | | | | | | | | | |

*Construction laborers and other field employees are not to be included on this page

| | | | | | | | | | | | | | | |
|--------------------|--|--|---|--|--|--|--|--|--|--|--|---|--|--|
| TOTALS EACH COLUMN | | | 4 | | | | | | | | | 6 | | |
|--------------------|--|--|---|--|--|--|--|--|--|--|--|---|--|--|

| | | | | | | | | | | | | | | |
|---------------------------|--|--|----|--|--|--|--|--|--|--|--|--|--|--|
| GRAND TOTAL ALL EMPLOYEES | | | 10 | | | | | | | | | | | |
|---------------------------|--|--|----|--|--|--|--|--|--|--|--|--|--|--|

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| DISABLED | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

NON-PROFIT ORGANIZATIONS ONLY:

| | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| BOARD OF DIRECTORS | | | | | | | | | | | | | | |
| VOLUNTEERS | | | | | | | | | | | | | | |
| ARTISTS | | | | | | | | | | | | | | |

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

| OCCUPATIONAL CATEGORY | (1) African-American | | (2) Latino | | (3) Asian | | (4) American Indian | | (5) Filipino | | (6) Caucasian | | (7) Other Ethnicities | |
|---------------------------------------|-------------------------|-----|---------------|-----|--------------|-----|------------------------|-----|-----------------|-----|------------------|-----|--------------------------|-----|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Carpenter | | | | | | | | | | | | | | |
| Drywall Installer | | | | | | | | | | | | | | |
| Electrician | | | | | | | | | | | | | | |
| Elevator Installers | | | | | | | | | | | | | | |
| Finishers, Concrete or Terrazzo | | | | | | | | | | | | | | |
| Glaziers | | | | | | | | | | | | | | |
| Helpers, Construction Trade | | | | | | | | | | | | | | |
| Ironworkers, Structural Metal Workers | | | | | | | | | | | | | | |
| Laborers | | | 49 | | | | | | | | | | 1 | |
| Millwrights | | | | | | | | | | | | | | |
| Masons, Bricklayers | | | | | | | | | | | | | | |
| Tilesetters | | | | | | | | | | | | | | |
| Operators | | | 33 | | | | | | | | | | | |
| Painters | | | | | | | | | | | | | | |
| Pipefitter, Plumbers | | | | | | | | | | | | | | |
| Plasterers | | | | | | | | | | | | | | |
| Roofers | | | | | | | | | | | | | | |
| Security, Protective Services | | | | | | | | | | | | | | |
| Sheet Metal, Duct Installers | | | | | | | | | | | | | | |
| Welders, Cutters | | | | | | | | | | | | | | |
| TOTALS EACH COLUMN | | | 82 | | | | | | | | | | 1 | |
| GRAND TOTAL ALL EMPLOYEES | | | 83 | | | | | | | | | | | |

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| DISABLED | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

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: Rosa Isela Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

**CONTRACT
DOCUMENTS**

ORIGINAL



FOR

**MULTIPLE AWARD DESIGN-BUILD CONTRACT FOR
GOLF COURSE IMPROVEMENT PROJECTS**

RFQ NO.: 1558

DOCUMENT NO. RL-311175
FILED JUN 13 2017
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

**MULTIPLE AWARD DESIGN-BUILD CONTRACT
FOR GOLF COURSE IMPROVEMENT PROJECTS**

This multiple award Design-Build contract (Contract) is made and entered into 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, alteration, and repair to the City's golf courses, (Projects). The City and Design-Builder may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. The City needs to design and construct Projects located in the City of San Diego, California.
- B. The City issued Request for Qualifications No. 1558 (RFQ) for multiple award Design-Build contracts, to which the Design-Builder responded and was approved by the Mayor and City Council (Resolution No. R- 311175) as one of the three firms eligible to submit future proposals to design and construct Projects through this program.
- C. The City will hire one firm to design and construct each Project, to be described in Request for Proposals (RFPs) issued pursuant to section 22.3310 of the San Diego Municipal Code (SDMC).
- D. The Design-Builder is prepared to enter into this Contract and to submit, in accordance with each RFP, a Proposal for each Project.
- E. The Design-Builder is ready, willing, and able to design and construct Projects in accordance with the terms and conditions of this Contract.

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 agree as follows:

AGREEMENT

ARTICLE 1 - PROJECT AWARD

- 1.1 **Request for Proposals.** From time to time during the term of this Contract, the City will issue a RFP to the Design-Builder for the design and construction of a Project. The RFP will describe the specific requirements and scope of work for the Project. There is no minimum or maximum number of RFPs to be issued under this Contract. Issuing a RFP does not obligate the City to award a task order for the Project, and a RFP may be canceled by the City at any time prior to award of a task order. The City may issue addenda to a RFP or extend the deadline for submitting proposals, in the City's discretion.

- 1.1.1 **Project Descriptions.** Projects may be non-complex performance oriented tasks requiring minimal design, may be complex construction requiring substantial design development, or a combination thereof. Projects will be varying in size and complexity. The RFP may or may not have preliminary plans and specifications but may include sketches, and requests for catalog cuts, and other submittals.
- 1.2 **Proposals.** The Design-Builder's proposal must be complete and satisfy all the requirements of the RFP, consistent with industry standards and proposals submitted by competent design-build firms performing similar work in California. Proposals submitted by the Design-Builder shall constitute a firm offer, which may be accepted by the City within the time specified in the RFP. Subcontractors shall be identified in the proposals pursuant to SDMC section 22.3309. Preparing and submitting proposals shall be at the Design-Builder's sole cost and expense. The Design-Builder shall submit a proposal to the City responding to each RFP, by the deadline specified in the RFP, unless an exception applies:
 - 1.2.1 **Response Effort.** The Design-Builder does not have to submit a proposal in response to an RFP if the deadline to submit a proposal is less than thirty (30) days from the date the RFP is issued, or if the City has issued more than two RFPs in the thirty (30) days immediately preceding the date of issuance of the current RFP.
- 1.3 **Evaluation.** The City will evaluate the proposals in accordance with SDMC section 22.3308 and the criteria set forth in the RFP. The City may negotiate and clarify the final components of the winning proposal with the Design-Builder pursuant to SDMC section 22.3008(b). The winning proposal will be recommended for award to the Mayor or his/her designee, who must approve all task orders. If at least two proposals are not received in response to a RFP, the City will not issue a task order for the Project and instead procure the Project through another process. The City may accept the winning proposal, reject proposals that do not meet all the requirements of the RFP or this Contract, waive any defects and technicalities in a proposal, or reject all proposals, all in its sole discretion.
- 1.4 **Task Orders.** If the City accepts the Design-Builder's proposal, the award of the Project will be acknowledged by the issuance of a task order. The award of a task order is contingent upon the Design-Builder's compliance with all conditions precedent to award described in the RFP. The task order becomes effective upon the Design-Builder's receipt of the task order signed by the Mayor or his designee. Task orders will be issued with a specific completion date or performance period and a firm fixed price for design and construction. The Design-Builder is responsible for designing and constructing each Project for the fixed price contract value. Failure to do so is at the Design-Builder's risk.
- 1.5 **Contract Documents.** Upon the award of a task order, the RFP, the Design-Builder's proposal, and the task order (which may include modifications to the proposal negotiated pursuant to section 1.3) shall be considered as incorporated into this Contract, but only for the particular Project for which they are issued or submitted. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 1.5.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.
 - 1.5.1 This Contract.
 - 1.5.2 The task order.
 - 1.5.3 The RFP and all documents referenced therein.
 - 1.5.4 The 2015 City Supplements (The WHITEBOOK).
 - 1.5.5 The 2015 Standard Specifications for Public Works Construction (The GREENBOOK).
 - 1.5.6 The Design-Builder's proposal (Proposal).
 - 1.5.7 RFQ No. 1558 and all addenda thereto.
 - 1.5.8 The Design-Builder's Statement of Qualifications (SOQ).

- 1.6 **Eligibility to Submit Proposals.** Pursuant to SDMC section 22.3310(h) (3), if the Design-Builder is awarded a task order and fails to achieve the mandatory minimum participation levels established in the RFP for that Project for Small Local Business Enterprises, Emerging Local Business Enterprises, or Disabled Veteran Business Enterprises, the Design-Builder shall be ineligible to submit proposals for any further task orders under this Contract.

ARTICLE 2 – SCOPE OF WORK

- 2.1 **Scope of Work.** Upon the award of a task order, the Design-Builder shall furnish any and all labor, materials, equipment, transportation, utilities, services and temporary facilities required to complete each Project as described in the task order, the RFP and the Design-Builder's proposal. All work shall be performed in a good and workmanlike manner and within the care and skill of a qualified design firm and licensed contractor in California. The work shall be performed pursuant to and in conformity with the RFP, the Project's plans and specifications, and all other Contract Documents and subject to the approval of the City, whose approval shall not be unreasonably withheld.
- 2.2 **Design-Builder's Representative.** The Design-Builder shall designate a local representative, who shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Projects. The Design-Builder's representative shall communicate regularly with City, but no less than once a week if the Design-Builder is working on a task order, and shall be vested with the authority to act on behalf of the Design-Builder. The Design-Builder's representative may be replaced only with the written consent of City.

- 2.3 **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its statement of qualifications or and proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its statement of qualifications or proposal without written consent of the City.
- 2.4 **Contract Terms and Conditions.** This Contract incorporates by reference, as if fully set forth herein, the 2015 Edition of The GREENBOOK as modified by the 2015 Edition of The WHITEBOOK, except as otherwise specified in this Contract, a RFP or a task order.
- 2.5 **Subcontractors and Suppliers.** The Design-Builder shall be responsible for the work done by subcontractors and suppliers, and any discrepancy or gaps in their scope of works. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any subcontractor or supplier of any tier.
- 2.6 **Equal Opportunity Contracting.** The Design-Builder shall comply with the City’s “General Equal Opportunity Contracting Program Requirements” found in Chapter 10 of The WHITEBOOK, hereby incorporated into this Contract by reference. At the pre-construction conference (if any), the Design-Builder shall provide a statement of proposed SLBE, ELBE, and DVBE utilization identifying the certified entities that will be utilized on the Project to meet the mandatory minimum participation levels in the RFP. The Design-Builder shall also provide copies of all purchase orders and/or contracts with SLBE, ELBE, and DVBE subcontractors used to meet the mandatory minimum participation levels in the RFP.
- 2.7 **Coordination of the Work.** The Design-Builder shall coordinate all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of design and construction. The Design-Builder shall coordinate scheduling of bid packages, submittals, and all RFI’s, and the construction of the Project to ensure the efficient and orderly sequence of the construction of the Project. The Design-Builder shall monitor and report monthly to the City on actual performance compared to the Project schedule. If City performs other work on the Project or at the site itself or with separate contractors under City’s control, the Design-Builder and the City both agree to reasonably cooperate and coordinate respective activities with the other so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.8 **Superintendent.** The Design-Builder’s superintendent shall be present at the site at all times that construction activities are taking place. All elements of the construction work shall be under the direct supervision of the Design-Builder’s superintendent or his designated representative on the site who shall have the authority to take actions required to properly perform that particular element of the Project. The City may require the Design-Builder to stop or suspend the construction work if the City reasonably believes supervision at the site is inadequate.

ARTICLE 3 – CONTRACT TERM

- 3.1 **Contract Effective.** This Contract shall become effective on the date it is fully executed by both Parties.
- 3.2 **Termination.** This Contract, or task orders issued under this Contract, may be terminated by the City for default or for convenience in accordance with Part 1 of The GREENBOOK and The WHITEBOOK.
- 3.3 **Force Majeure.** In the event the performance of either Party is delayed due to causes which are outside their control, and could not be avoided by the exercise of due care, which may include, but is not limited to, war, terrorist attack, act of God, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of the work, inability to obtain materials, labor or equipment, or litigation or legal proceedings challenging one or more of the project approvals, then the time for performance shall be extended by an amount equivalent to the length of delay. Neither Party shall receive compensation from the other party for a force majeure event.

ARTICLE 4 – COMPENSATION

- 4.1 **Compensation.** The total cumulative compensation to all design-build firms eligible to submit proposals pursuant to RFQ No. 1558 shall not exceed \$14 million. The guaranteed minimum compensation to the Design-Builder is \$5,000. The total compensation for each Project will be set forth in each task order, which shall be a firm fixed price for successful completion of the Project.
- 4.2 **Progress Payments.** The City will make periodic payments to the Design-Builder in accordance with the payment provisions in The GREENBOOK, the WHITEBOOK, the RFP and the task order.

ARTICLE 5 - INDEMNITY

- 5.1 **General Indemnity.** The Design-Builder agrees to defend, indemnify, protect and hold harmless the City, its elected officials, officers and employees, from and against all third-party claims or judgments asserted, or third-party liability established for damages or injuries to any person or property arising directly or indirectly out of the construction of each Project, or the Design-Builder's obligations under this Contract, which are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of the Design-Builder, its officers, agents, or employees. The Design-Builder's obligation to indemnify the City shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its elected officials, officers or employees. The City may elect to conduct its own defense, in its sole discretion, without invalidating this section.
- 5.2 **Indemnity for Design Services.** With respect to the design of the Project, except as otherwise provided by California Civil Code section 2782.8, the Design-Builder shall indemnify and hold harmless the City, its elected officials, officers and employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Design-Builder, its design professionals, officers, agents or employees.
- 5.3 **Survival.** Notwithstanding Article 3, the indemnity provisions in this Article shall survive expiration and termination of this Contract and continue so long as a viable claim exists.

ARTICLE 6 – BONDS AND INSURANCE

- 6.1 **Bonds and Insurance.** The Design-Builder shall furnish evidence of bonds and insurance required by the RFP within fourteen (14) days after written notification from the City that the Design-Builder has submitted the winning proposal, unless an extension of time is granted by the City in writing. If the Design-Builder takes longer than fourteen (14) days to provide evidence of bonds and insurance, then the additional time taken shall be added to the time the Design-Builder must guarantee the price of its proposal prior to the issuance of a task order. The City may reject the proposal if the Design-

Builder fails to provide evidence of bonds and insurance within fourteen (14) days or the extension of time granted by the City.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 Compliance with Laws.** The Design-Builder shall comply with all applicable local, state and federal laws, statutes, ordinances, and regulations in the performance of its obligations under this Contract. Local ordinances and regulations requiring written certifications or information from the Design-Builder include the Equal Benefits Ordinance (SDMC sections 22.4301 *et seq.*), Non-Discrimination Ordinance (SDMC sections 22.3501 *et seq.*), Drug-Free Workplace Policy (Council Policy 100-17), Americans with Disabilities Act Policy (Council Policy 100-04), and Contractor Standards Ordinance (SDMC section 22.3004).
- 7.2 Contract Interpretation.** This Contract, its exhibits, and the documents listed in section 1.5 are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards. This Contract is entered into and shall be construed and interpreted in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 7.3 Mandatory Mediation.** If a dispute arises out of or relates to this Contract that cannot be resolved through normal contract negotiations, the Design-Builder and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA or any other neutral organization agreed upon by the parties before having recourse in a court of law.
- 7.3.1 Selection of Mediator.** A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by JAMS, AAA or any other agreed upon mediator.
- 7.3.2 Mediation Expenses.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All joint expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.
- 7.3.3 Conduct of Mediation.** Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either Party may have attorneys, witnesses or experts present.
- 7.3.4 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 7.4 Time is of the Essence.** The City and the Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in Contract Documents.

- 7.5 **Mutual Obligations.** The City and the Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each Party to realize the benefits afforded under this Contract.
- 7.6 **Successors-In-Interest.** This Contract and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Contract have been succeeded by another entity, and all rights and obligations of the parties signatory to this Contract shall be vested and binding on their successors in interest.
- 7.7 **Third Party Beneficiaries.** Nothing in this Contract shall grant rights or benefits to anyone other than the City and the Design-Builder, and any alleged third party beneficiaries are hereby expressly disclaimed. The Parties understand and agree, however, that to the extent permitted by law, the City is an intended third party beneficiary of the Design-Builder's agreements with its consultants, designers, contractors and construction managers performing work on the Project.
- 7.8 **Severability.** Should any provision of this Contract be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Contract, but, rather, the Contract shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly, except to the extent that enforcement of this Contract without the invalidated provision would materially and adversely frustrate either or both Parties' essential objectives set forth in this Contract.

- 7.9 **Independent Contractor.** The Design-Builder is and shall be an independent contractor. Any provisions in this Contract that may appear to give the City the right to direct the Design-Builder as to the details of accomplishing the work or to exercise a measure of control over the work means that the Design-Builder shall follow the wishes of the City as to the results of the work only.
- 7.10 **Waivers.** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions unless the waiver is in writing. Prior waivers shall not preclude the right of either Party to thereafter enforce each and every provision of this Contract.
- 7.11 **Limitation on Powers.** Nothing in this Contract shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 7.12 **Conflict of Interest.** The Design-Builder shall establish and make known to its members, consultants, designers, contractors and construction managers, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Design-Builder members shall not accept gratuities or any other favors from potential consultants, designers, contractors or construction managers who may or are working on the Project.
- 7.13 **Notices.** Notices shall be mailed in accordance with section 2-12, "SPECIAL NOTICES" in The GREENBOOK to:
- | | |
|------------------|--|
| Design-Builder | Public Works Director |
| Address | City of San Diego |
| City, State, ZIP | 202 "C" Street, 9th Floor San Diego, CA 92101 |
- 7.14 **Assignment.** The Design-Builder shall not assign its rights or obligations under this Contract without the City's prior written approval, which shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be void and incapable of creating any contractual relationship between the City and a putative assignee.
- 7.15 **Survival.** Any obligation that accrues under this Contract prior to its expiration or termination shall survive such expiration or termination.
- 7.16 **Incorporation of Exhibits.** All exhibits referenced in this Contract and the documents referenced in section 1.5 are hereby incorporated into and made a part of this Contract by reference.

- 7.17 **Integration Clause.** The City and the Design-Builder represent, warrant and agree that no oral promise or agreement not expressed herein has been made to them, that this Contract contains the entire agreement between the Parties, that this Contract supersedes any and all prior oral agreements or understandings between the Parties unless otherwise provided herein, and that in executing this Contract, neither Party is relying on any statement or representation made by the other Party concerning the subject matter, basis or effect of this Contract other than as set forth herein, and that each Party is relying solely on its own judgment and knowledge. This Contract may not be amended except by an instrument in writing signed by both Parties.
- 7.18 **Counterparts.** This Contract may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

ARTICLE 8 – Prevailing Wages

- 8.1 **Worked Performed.** 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
- 8.2 **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.
- 8.2.1 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 <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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.
- 8.2.2 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.
- 8.3 **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.
- 8.4 **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.

- 8.4.1** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.5** **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.
- 8.6** **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 design professionals 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 sections 1810 through 1815.
- 8.7** **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.
- 8.8** **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."
- 8.9** **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 Equal Opportunity Contracting Department at 619-236-6000.
- 8.10** **Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
- 8.10.1** 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.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego pursuant to Resolution No. R-311175 authorizing such execution, and the Design-Builder acting by and through its authorized officers.

Landscapes Unlimited, LLC

By: Michael Surls

Name: MICHAEL SURLS

Date: 4/26/17

THE CITY OF SAN DIEGO

By: [Signature]

Rosa Isela Riego
Contract Specialist
Public Works Contracts

Date: 07/13/17

I HEREBY APPROVE the form of the foregoing agreement this 17 day of July, 2017.

Mara W. Elliott, City Attorney

By: [Signature]

Deputy City Attorney

R- 311175

RESOLUTION NUMBER R- 311175

DATE OF FINAL PASSAGE JUN 15 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THREE MULTIPLE AWARD
CONSTRUCTION CONTRACTS FOR GOLF COURSE
IMPROVEMENT PROJECTS; AND TAKING RELATED
ACTIONS.

WHEREAS, these contracts allow for the three selected firms to compete for public works contracts to build golf course improvements throughout the City. This action only authorizes the selected firms to compete for future work and is not authorizing any construction activities in these agreements; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, Three MACCs with Landscape Unlimited LLC, Wadsworth Golf Construction Company; and Lexicon, Inc. DBA Heritage Link; in total a combined cumulative amount not to exceed \$14,000,000, contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasury, under the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. RR-311175.

2. That the Chief Financial Officer is authorized to expend cumulative funds in an amount not to exceed \$14,000,000 over 5 years from CIP A-EA.00001, Torrey Pines Golf Course, Fund 700045, Torrey Pines Golf Course CIP for the purpose of funding this MACC, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasury.

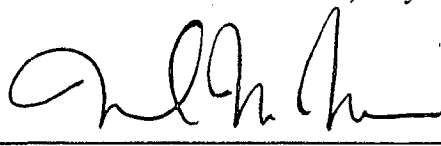
3. That the Chief Financial Officer is authorized to expend an amount not to exceed \$5,000 with Landscape Unlimited LLC from CIP A-EA.00001, Torrey Pines Golf Course, (B-17063 TP South Golf Course Improvements), Fund 700045, Torrey Pines Golf Course, for the purpose of executing this agreement and meeting minimum contract requirements.

4. That the Chief Financial Officer is authorized to expend an amount not to exceed \$5,000 with Wadsworth Golf Construction Company from CIP A-EA.00001, Torrey Pines Golf Course, (B-17063 TP South Golf Course Improvements), Fund 700045, Torrey Pines Golf Course, for the purpose of executing this agreement and meeting minimum contract requirements.

5. That the Chief Financial Officer is authorized to expend an amount not to exceed \$5,000 with Lexicon, Inc. DBA Heritage Link from CIP A-EA.00001, Torrey Pines Golf Course, (B-17063 TP South Golf Course Improvements), Fund 700045, Torrey Pines Golf Course, for the purpose of executing this agreement and meeting minimum contract requirements.

6. That the Chief Financial Officer is authorized, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves.

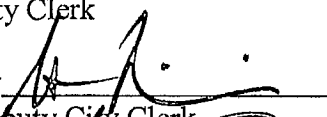
APPROVED: MARA W. ELLIOTT, City Attorney

By 
Mark M. Mercer
Deputy City Attorney

MMM:cw
05/30/17
Or.Dept: Public Works/Engineering
CC No.: N/A
Doc. No.: 1502591

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego,
at its meeting of JUN 13 2017.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 6/15/17
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on JUN 18 2017, by the following vote:

| Councilmembers | Yeas | Nays | Not Present | Recused |
|-----------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Barbara Bry | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lorie Zapf | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Chris Ward | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Myrtle Cole | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mark Kersey | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Chris Cate | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Scott Sherman | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| David Alvarez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Georgette Gomez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Date of final passage JUN 15 2017


(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311175

Passed by the Council of The City of San Diego on June 13, 2017, by the following vote:

YEAS: **BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,
ALVAREZ, & GOMEZ.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:
KEVIN L. FAULCONER
Mayor of The City of San Diego, California
ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: **Linda Irvin**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-311175**, approved on **June 13, 2017**. The date of final passage is
June 15, 2017.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: *Linda Irvin*, Deputy

City of San Diego

CONTRACTOR'S NAME: Lexicon, Inc.
ADDRESS: 8900 Fourche Dam Pike, Little Rock, AR 72206
TELEPHONE NO.: 281-866-0909 **FAX NO.:** 281-866-0944
CITY CONTACT: Rosa Isela Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

CONTRACT DOCUMENTS



FOR

ORIGINAL

MULTIPLE AWARD DESIGN-BUILD CONTRACT FOR GOLF COURSE IMPROVEMENT PROJECTS

RFQ NO.: 1558

RR311175
DOCUMENT NO. _____
FILED JUN 13 2017 _____
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

**MULTIPLE AWARD DESIGN-BUILD CONTRACT
FOR GOLF COURSE IMPROVEMENT PROJECTS**

This multiple award Design-Build contract (Contract) is made and entered into by and between the City of San Diego (City), a municipal corporation, and Lexicon, Inc (Design-Builder), for the purpose of designing and constructing, alteration, and repair to the City's golf courses, (Projects). The City and Design-Builder may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. The City needs to design and construct Projects located in the City of San Diego, California.
- B. The City issued Request for Qualifications No. 1558 (RFQ) for multiple award Design-Build contracts, to which the Design-Builder responded and was approved by the Mayor and City Council (Resolution No. R-~~31175~~) as one of the three firms eligible to submit future proposals to design and construct Projects through this program.
- C. The City will hire one firm to design and construct each Project, to be described in Request for Proposals (RFPs) issued pursuant to section 22.3310 of the San Diego Municipal Code (SDMC).
- D. The Design-Builder is prepared to enter into this Contract and to submit, in accordance with each RFP, a Proposal for each Project.
- E. The Design-Builder is ready, willing, and able to design and construct Projects in accordance with the terms and conditions of this Contract.

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 agree as follows:

AGREEMENT

ARTICLE 1 – PROJECT AWARD

- 1.1 **Request for Proposals.** From time to time during the term of this Contract, the City will issue a RFP to the Design-Builder for the design and construction of a Project. The RFP will describe the specific requirements and scope of work for the Project. There is no minimum or maximum number of RFPs to be issued under this Contract. Issuing a RFP does not obligate the City to award a task order for the Project, and a RFP may be canceled by the City at any time prior to award of a task order. The City may issue addenda to a RFP or extend the deadline for submitting proposals, in the City's discretion.

- 1.1.1 **Project Descriptions.** Projects may be non-complex performance oriented tasks requiring minimal design, may be complex construction requiring substantial design development, or a combination thereof. Projects will be varying in size and complexity. The RFP may or may not have preliminary plans and specifications but may include sketches, and requests for catalog cuts, and other submittals.
- 1.2 **Proposals.** The Design-Builder's proposal must be complete and satisfy all the requirements of the RFP, consistent with industry standards and proposals submitted by competent design-build firms performing similar work in California. Proposals submitted by the Design-Builder shall constitute a firm offer, which may be accepted by the City within the time specified in the RFP. Subcontractors shall be identified in the proposals pursuant to SDMC section 22.3309. Preparing and submitting proposals shall be at the Design-Builder's sole cost and expense. The Design-Builder shall submit a proposal to the City responding to each RFP, by the deadline specified in the RFP, unless an exception applies:
 - 1.2.1 **Response Effort.** The Design-Builder does not have to submit a proposal in response to an RFP if the deadline to submit a proposal is less than thirty (30) days from the date the RFP is issued, or if the City has issued more than two RFPs in the thirty (30) days immediately preceding the date of issuance of the current RFP.
- 1.3 **Evaluation.** The City will evaluate the proposals in accordance with SDMC section 22.3308 and the criteria set forth in the RFP. The City may negotiate and clarify the final components of the winning proposal with the Design-Builder pursuant to SDMC section 22.3008(b). The winning proposal will be recommended for award to the Mayor or his/her designee, who must approve all task orders. If at least two proposals are not received in response to a RFP, the City will not issue a task order for the Project and instead procure the Project through another process. The City may accept the winning proposal, reject proposals that do not meet all the requirements of the RFP or this Contract, waive any defects and technicalities in a proposal, or reject all proposals, all in its sole discretion.
- 1.4 **Task Orders.** If the City accepts the Design-Builder's proposal, the award of the Project will be acknowledged by the issuance of a task order. The award of a task order is contingent upon the Design-Builder's compliance with all conditions precedent to award described in the RFP. The task order becomes effective upon the Design-Builder's receipt of the task order signed by the Mayor or his designee. Task orders will be issued with a specific completion date or performance period and a firm fixed price for design and construction. The Design-Builder is responsible for designing and constructing each Project for the fixed price contract value. Failure to do so is at the Design-Builder's risk.
- 1.5 **Contract Documents.** Upon the award of a task order, the RFP, the Design-Builder's proposal, and the task order (which may include modifications to the proposal negotiated pursuant to section 1.3) shall be considered as incorporated into this Contract, but only for the particular Project for which they are issued or submitted. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 1.5.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.
 - 1.5.1 This Contract.
 - 1.5.2 The task order.
 - 1.5.3 The RFP and all documents referenced therein.
 - 1.5.4 The 2015 City Supplements (The WHITEBOOK).
 - 1.5.5 The 2015 Standard Specifications for Public Works Construction (The GREENBOOK).
 - 1.5.6 The Design-Builder's proposal (Proposal).
 - 1.5.7 RFQ No. 1558 and all addenda thereto.
 - 1.5.8 The Design-Builder's Statement of Qualifications (SOQ).

- 1.6 **Eligibility to Submit Proposals.** Pursuant to SDMC section 22.3310(h) (3), if the Design-Builder is awarded a task order and fails to achieve the mandatory minimum participation levels established in the RFP for that Project for Small Local Business Enterprises, Emerging Local Business Enterprises, or Disabled Veteran Business Enterprises, the Design-Builder shall be ineligible to submit proposals for any further task orders under this Contract.

ARTICLE 2 – SCOPE OF WORK

- 2.1 **Scope of Work.** Upon the award of a task order, the Design-Builder shall furnish any and all labor, materials, equipment, transportation, utilities, services and temporary facilities required to complete each Project as described in the task order, the RFP and the Design-Builder's proposal. All work shall be performed in a good and workmanlike manner and within the care and skill of a qualified design firm and licensed contractor in California. The work shall be performed pursuant to and in conformity with the RFP, the Project's plans and specifications, and all other Contract Documents and subject to the approval of the City, whose approval shall not be unreasonably withheld.
- 2.2 **Design-Builder's Representative.** The Design-Builder shall designate a local representative, who shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Projects. The Design-Builder's representative shall communicate regularly with City, but no less than once a week if the Design-Builder is working on a task order, and shall be vested with the authority to act on behalf of the Design-Builder. The Design-Builder's representative may be replaced only with the written consent of City.

- 2.3 Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its statement of qualifications or and proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its statement of qualifications or proposal without written consent of the City.
- 2.4 Contract Terms and Conditions.** This Contract incorporates by reference, as if fully set forth herein, the 2015 Edition of The GREENBOOK as modified by the 2015 Edition of The WHITEBOOK, except as otherwise specified in this Contract, a RFP or a task order.
- 2.5 Subcontractors and Suppliers.** The Design-Builder shall be responsible for the work done by subcontractors and suppliers, and any discrepancy or gaps in their scope of works. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any subcontractor or supplier of any tier.
- 2.6 Equal Opportunity Contracting.** The Design-Builder shall comply with the City’s “General Equal Opportunity Contracting Program Requirements” found in Chapter 10 of The WHITEBOOK, hereby incorporated into this Contract by reference. At the pre-construction conference (if any), the Design-Builder shall provide a statement of proposed SLBE, ELBE, and DVBE utilization identifying the certified entities that will be utilized on the Project to meet the mandatory minimum participation levels in the RFP. The Design-Builder shall also provide copies of all purchase orders and/or contracts with SLBE, ELBE, and DVBE subcontractors used to meet the mandatory minimum participation levels in the RFP.
- 2.7 Coordination of the Work.** The Design-Builder shall coordinate all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of design and construction. The Design-Builder shall coordinate scheduling of bid packages, submittals, and all RFI’s, and the construction of the Project to ensure the efficient and orderly sequence of the construction of the Project. The Design-Builder shall monitor and report monthly to the City on actual performance compared to the Project schedule. If City performs other work on the Project or at the site itself or with separate contractors under City’s control, the Design-Builder and the City both agree to reasonably cooperate and coordinate respective activities with the other so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.8 Superintendent.** The Design-Builder’s superintendent shall be present at the site at all times that construction activities are taking place. All elements of the construction work shall be under the direct supervision of the Design-Builder’s superintendent or his designated representative on the site who shall have the authority to take actions required to properly perform that particular element of the Project. The City may require the Design-Builder to stop or suspend the construction work if the City reasonably believes supervision at the site is inadequate.

ARTICLE 3 – CONTRACT TERM

- 3.1 **Contract Effective.** This Contract shall become effective on the date it is fully executed by both Parties.
- 3.2 **Termination.** This Contract, or task orders issued under this Contract, may be terminated by the City for default or for convenience in accordance with Part 1 of The GREENBOOK and The WHITEBOOK.
- 3.3 **Force Majeure.** In the event the performance of either Party is delayed due to causes which are outside their control, and could not be avoided by the exercise of due care, which may include, but is not limited to, war, terrorist attack, act of God, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of the work, inability to obtain materials, labor or equipment, or litigation or legal proceedings challenging one or more of the project approvals, then the time for performance shall be extended by an amount equivalent to the length of delay. Neither Party shall receive compensation from the other party for a force majeure event.

ARTICLE 4 – COMPENSATION

- 4.1 **Compensation.** The total cumulative compensation to all design-build firms eligible to submit proposals pursuant to RFQ No. 1558 shall not exceed \$14 million. The guaranteed minimum compensation to the Design-Builder is \$5,000. The total compensation for each Project will be set forth in each task order, which shall be a firm fixed price for successful completion of the Project.
- 4.2 **Progress Payments.** The City will make periodic payments to the Design-Builder in accordance with the payment provisions in The GREENBOOK, the WHITEBOOK, the RFP and the task order.

ARTICLE 5 - INDEMNITY

- 5.1 **General Indemnity.** The Design-Builder agrees to defend, indemnify, protect and hold harmless the City, its elected officials, officers and employees, from and against all third-party claims or judgments asserted, or third-party liability established for damages or injuries to any person or property arising directly or indirectly out of the construction of each Project, or the Design-Builder's obligations under this Contract, which are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of the Design-Builder, its officers, agents, or employees. The Design-Builder's obligation to indemnify the City shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its elected officials, officers or employees. The City may elect to conduct its own defense, in its sole discretion, without invalidating this section.
- 5.2 **Indemnity for Design Services.** With respect to the design of the Project, except as otherwise provided by California Civil Code section 2782.8, the Design-Builder shall indemnify and hold harmless the City, its elected officials, officers and employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Design-Builder, its design professionals, officers, agents or employees.
- 5.3 **Survival.** Notwithstanding Article 3, the indemnity provisions in this Article shall survive expiration and termination of this Contract and continue so long as a viable claim exists.

ARTICLE 6 – BONDS AND INSURANCE

- 6.1 **Bonds and Insurance.** The Design-Builder shall furnish evidence of bonds and insurance required by the RFP within fourteen (14) days after written notification from the City that the Design-Builder has submitted the winning proposal, unless an extension of time is granted by the City in writing. If the Design-Builder takes longer than fourteen (14) days to provide evidence of bonds and insurance, then the additional time taken shall be added to the time the Design-Builder must guarantee the price of its proposal prior to the issuance of a task order. The City may reject the proposal if the Design-Builder

fails to provide evidence of bonds and insurance within fourteen (14) days or the extension of time granted by the City.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 Compliance with Laws.** The Design-Builder shall comply with all applicable local, state and federal laws, statutes, ordinances, and regulations in the performance of its obligations under this Contract. Local ordinances and regulations requiring written certifications or information from the Design-Builder include the Equal Benefits Ordinance (SDMC sections 22.4301 *et. seq.*), Non-Discrimination Ordinance (SDMC sections 22.3501 *et. seq.*), Drug-Free Workplace Policy (Council Policy 100-17), Americans with Disabilities Act Policy (Council Policy 100-04), and Contractor Standards Ordinance (SDMC section 22.3004).
- 7.2 Contract Interpretation.** This Contract, its exhibits, and the documents listed in section 1.5 are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards. This Contract is entered into and shall be construed and interpreted in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 7.3 Mandatory Mediation.** If a dispute arises out of or relates to this Contract that cannot be resolved through normal contract negotiations, the Design-Builder and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA or any other neutral organization agreed upon by the parties before having recourse in a court of law.
- 7.3.1 Selection of Mediator.** A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by JAMS, AAA or any other agreed upon mediator.
- 7.3.2 Mediation Expenses.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All joint expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.
- 7.3.3 Conduct of Mediation.** Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either Party may have attorneys, witnesses or experts present.
- 7.3.4 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 7.4 Time is of the Essence.** The City and the Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in Contract Documents.
- 7.5 Mutual Obligations.** The City and the Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each Party to realize the benefits afforded under this Contract.

- 7.6 **Successors-In-Interest.** This Contract and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Contract have been succeeded by another entity, and all rights and obligations of the parties signatory to this Contract shall be vested and binding on their successors in interest.
- 7.7 **Third Party Beneficiaries.** Nothing in this Contract shall grant rights or benefits to anyone other than the City and the Design-Builder, and any alleged third party beneficiaries are hereby expressly disclaimed. The Parties understand and agree, however, that to the extent permitted by law, the City is an intended third party beneficiary of the Design-Builder's agreements with its consultants, designers, contractors and construction managers performing work on the Project.
- 7.8 **Severability.** Should any provision of this Contract be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Contract, but, rather, the Contract shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly, except to the extent that enforcement of this Contract without the invalidated provision would materially and adversely frustrate either or both Parties' essential objectives set forth in this Contract.

- 7.9 Independent Contractor.** The Design-Builder is and shall be an independent contractor. Any provisions in this Contract that may appear to give the City the right to direct the Design-Builder as to the details of accomplishing the work or to exercise a measure of control over the work means that the Design-Builder shall follow the wishes of the City as to the results of the work only.
- 7.10 Waivers.** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions unless the waiver is in writing. Prior waivers shall not preclude the right of either Party to thereafter enforce each and every provision of this Contract.
- 7.11 Limitation on Powers.** Nothing in this Contract shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 7.12 Conflict of Interest.** The Design-Builder shall establish and make known to its members, consultants, designers, contractors and construction managers, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Design-Builder members shall not accept gratuities or any other favors from potential consultants, designers, contractors or construction managers who may or are working on the Project.
- 7.13 Notices.** Notices shall be mailed in accordance with section 2-12, "SPECIAL NOTICES" in The GREENBOOK to:
- | | |
|------------------|---------------------------|
| Design-Builder | Public Works Director |
| | City of San Diego |
| Address | 202 "C" Street, 9th Floor |
| City, State, ZIP | San Diego, CA 92101 |
- 7.14 Assignment.** The Design-Builder shall not assign its rights or obligations under this Contract without the City's prior written approval, which shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be void and incapable of creating any contractual relationship between the City and a putative assignee.
- 7.15 Survival.** Any obligation that accrues under this Contract prior to its expiration or termination shall survive such expiration or termination.
- 7.16 Incorporation of Exhibits.** All exhibits referenced in this Contract and the documents referenced in section 1.5 are hereby incorporated into and made a part of this Contract by reference.

- 7.17 **Integration Clause.** The City and the Design-Builder represent, warrant and agree that no oral promise or agreement not expressed herein has been made to them, that this Contract contains the entire agreement between the Parties, that this Contract supersedes any and all prior oral agreements or understandings between the Parties unless otherwise provided herein, and that in executing this Contract, neither Party is relying on any statement or representation made by the other Party concerning the subject matter, basis or effect of this Contract other than as set forth herein, and that each Party is relying solely on its own judgment and knowledge. This Contract may not be amended except by an instrument in writing signed by both Parties.
- 7.18 **Counterparts.** This Contract may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

ARTICLE 8 – Prevailing Wages

- 8.1 **Worked Performed.** 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
- 8.2 **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.
- 8.2.1 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 <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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.
- 8.2.2 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.
- 8.3 **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.
- 8.4 **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.

- 8.4.1** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.5** **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.
- 8.6** **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 design professionals 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 sections 1810 through 1815.
- 8.7** **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.
- 8.8** **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."
- 8.9** **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 Equal Opportunity Contracting Department at 619-236-6000.
- 8.10** **Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
- 8.10.1** 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.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego pursuant to Resolution No. R-311175 authorizing such execution, and the Design-Builder acting by and through its authorized officers.

Lexicon, Inc.

By: [Signature]
Name: TON P. O'DONNELL
Date: 5/5/17

THE CITY OF SAN DIEGO

By: [Signature]
Rosa Isela Riego
Contract Specialist
Public Works Contracts
Date: 07/13/17

I HEREBY APPROVE the form of the foregoing agreement this 4 day of July, 2017.

Mara W. Elliott, City Attorney
By: [Signature]
Deputy City Attorney

R-311175

Item -102
6/13/17
(R-2017-589)

RESOLUTION NUMBER R- 311175

DATE OF FINAL PASSAGE JUN 15 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THREE MULTIPLE AWARD CONSTRUCTION CONTRACTS FOR GOLF COURSE IMPROVEMENT PROJECTS; AND TAKING RELATED ACTIONS.

WHEREAS, these contracts allow for the three selected firms to compete for public works contracts to build golf course improvements throughout the City. This action only authorizes the selected firms to compete for future work and is not authorizing any construction activities in these agreements; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, Three MACCs with Landscape Unlimited LLC, Wadsworth Golf Construction Company, and Lexicon, Inc. DBA Heritage Link; in total a combined cumulative amount not to exceed \$14,000,000, contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasury, under the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. RR-311175.

2. That the Chief Financial Officer is authorized to expend cumulative funds in an amount not to exceed \$14,000,000 over 5 years from CIP A-EA.00001, Torrey Pines Golf Course, Fund 700045, Torrey Pines Golf Course CIP for the purpose of funding this MACC, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasury.

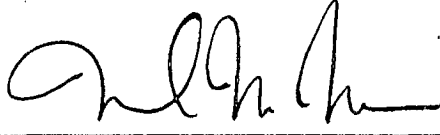
3. That the Chief Financial Officer is authorized to expend an amount not to exceed \$5,000 with Landscape Unlimited LLC from CIP A-EA.00001, Torrey Pines Golf Course, (B-17063 TP South Golf Course Improvements), Fund 700045, Torrey Pines Golf Course, for the purpose of executing this agreement and meeting minimum contract requirements.

4. That the Chief Financial Officer is authorized to expend an amount not to exceed \$5,000 with Wadsworth Golf Construction Company from CIP A-EA.00001, Torrey Pines Golf Course, (B-17063 TP South Golf Course Improvements), Fund 700045, Torrey Pines Golf Course, for the purpose of executing this agreement and meeting minimum contract requirements.

5. That the Chief Financial Officer is authorized to expend an amount not to exceed \$5,000 with Lexicon, Inc. DBA Heritage Link from CIP A-EA.00001, Torrey Pines Golf Course, (B-17063 TP South Golf Course Improvements), Fund 700045, Torrey Pines Golf Course, for the purpose of executing this agreement and meeting minimum contract requirements.

6. That the Chief Financial Officer is authorized, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves.


APPROVED: MARA W. ELLIOTT, City Attorney

By 
Mark M. Mercer
Deputy City Attorney


MMM:cw
05/30/17
Or.Dept: Public Works/Engineering
CC No.: N/A
Doc. No.: 1502591

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego,
at its meeting of JUN 13 2017.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 6/15/17
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on JUN 18 2017, by the following vote:

| Councilmembers | Yeas | Nays | Not Present | Recused |
|-----------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Barbara Bry | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lorie Zapf | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Chris Ward | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Myrtle Cole | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mark Kersey | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Chris Cate | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Scott Sherman | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| David Alvarez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Georgette Gomez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Date of final passage JUN 15 2017

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311175

Passed by the Council of The City of San Diego on June 13, 2017, by the following vote:

YEAS: **BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,
ALVAREZ, & GOMEZ.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Linda Irvin**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-311175**, approved on **June 13, 2017**. The date of final passage is
June 15, 2017.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: *Linda Irvin*, Deputy

City of San Diego

CONTRACTOR'S NAME: Wadsworth Golf Construction Company
ADDRESS: 600 N 195th Avenue, Buckeye, AZ 85353
TELEPHONE NO.: 815-436-8400 ext. 112 **FAX** **NO.:**

CITY CONTACT: Rosa Isela Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

**CONTRACT
DOCUMENTS ORIGINAL**



FOR

**MULTIPLE AWARD DESIGN-BUILD CONTRACT FOR
GOLF COURSE IMPROVEMENT PROJECTS**

RFQ NO.: 1558

DOCUMENT NO. RR311175
FILED JUN 13 2017
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

**MULTIPLE AWARD DESIGN-BUILD CONTRACT
FOR GOLF COURSE IMPROVEMENT PROJECTS**

This multiple award Design-Build contract (Contract) is made and entered into by and between the City of San Diego (City), a municipal corporation, and **Wadsworth Golf Construction Company** (Design-Builder), for the purpose of designing and constructing, alteration, and repair to the City's golf courses, (Projects). The City and Design-Builder may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. The City needs to design and construct Projects located in the City of San Diego, California.
- B. The City issued Request for Qualifications No. 1558 (RFQ) for multiple award Design-Build contracts, to which the Design-Builder responded and was approved by the Mayor and City Council (Resolution No. R-~~311175~~) as one of the three firms eligible to submit future proposals to design and construct Projects through this program.
- C. The City will hire one firm to design and construct each Project, to be described in Request for Proposals (RFPs) issued pursuant to section 22.3310 of the San Diego Municipal Code (SDMC).
- D. The Design-Builder is prepared to enter into this Contract and to submit, in accordance with each RFP, a Proposal for each Project.
- E. The Design-Builder is ready, willing, and able to design and construct Projects in accordance with the terms and conditions of this Contract.

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 agree as follows:

AGREEMENT

ARTICLE 1 – PROJECT AWARD

- 1.1 **Request for Proposals.** From time to time during the term of this Contract, the City will issue a RFP to the Design-Builder for the design and construction of a Project. The RFP will describe the specific requirements and scope of work for the Project. There is no minimum or maximum number of RFPs to be issued under this Contract. Issuing a RFP does not obligate the City to award a task order for the Project, and a RFP may be canceled by the City at any time prior to award of a task order. The City may issue addenda to a RFP or extend the deadline for submitting proposals, in the City's discretion.

- 1.1.1 **Project Descriptions.** Projects may be non-complex performance oriented tasks requiring minimal design, may be complex construction requiring substantial design development, or a combination thereof. Projects will be varying in size and complexity. The RFP may or may not have preliminary plans and specifications but may include sketches, and requests for catalog cuts, and other submittals.
- 1.2 **Proposals.** The Design-Builder's proposal must be complete and satisfy all the requirements of the RFP, consistent with industry standards and proposals submitted by competent design-build firms performing similar work in California. Proposals submitted by the Design-Builder shall constitute a firm offer, which may be accepted by the City within the time specified in the RFP. Subcontractors shall be identified in the proposals pursuant to SDMC section 22.3309. Preparing and submitting proposals shall be at the Design-Builder's sole cost and expense. The Design-Builder shall submit a proposal to the City responding to each RFP, by the deadline specified in the RFP, unless an exception applies:
 - 1.2.1 **Response Effort.** The Design-Builder does not have to submit a proposal in response to an RFP if the deadline to submit a proposal is less than thirty (30) days from the date the RFP is issued, or if the City has issued more than two RFPs in the thirty (30) days immediately preceding the date of issuance of the current RFP.
- 1.3 **Evaluation.** The City will evaluate the proposals in accordance with SDMC section 22.3308 and the criteria set forth in the RFP. The City may negotiate and clarify the final components of the winning proposal with the Design-Builder pursuant to SDMC section 22.3008(b). The winning proposal will be recommended for award to the Mayor or his/her designee, who must approve all task orders. If at least two proposals are not received in response to a RFP, the City will not issue a task order for the Project and instead procure the Project through another process. The City may accept the winning proposal, reject proposals that do not meet all the requirements of the RFP or this Contract, waive any defects and technicalities in a proposal, or reject all proposals, all in its sole discretion.
- 1.4 **Task Orders.** If the City accepts the Design-Builder's proposal, the award of the Project will be acknowledged by the issuance of a task order. The award of a task order is contingent upon the Design-Builder's compliance with all conditions precedent to award described in the RFP. The task order becomes effective upon the Design-Builder's receipt of the task order signed by the Mayor or his designee. Task orders will be issued with a specific completion date or performance period and a firm fixed price for design and construction. The Design-Builder is responsible for designing and constructing each Project for the fixed price contract value. Failure to do so is at the Design-Builder's risk.
- 1.5 **Contract Documents.** Upon the award of a task order, the RFP, the Design-Builder's proposal, and the task order (which may include modifications to the proposal negotiated pursuant to section 1.3) shall be considered as incorporated into this Contract, but only for the particular Project for which they are issued or submitted. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 1.5.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.
 - 1.5.1 This Contract.
 - 1.5.2 The task order.
 - 1.5.3 The RFP and all documents referenced therein.
 - 1.5.4 The 2015 City Supplements (The WHITEBOOK).
 - 1.5.5 The 2015 Standard Specifications for Public Works Construction (The GREENBOOK).
 - 1.5.6 The Design-Builder's proposal (Proposal).
 - 1.5.7 RFQ No. 1558 and all addenda thereto.
 - 1.5.8 The Design-Builder's Statement of Qualifications (SOQ).

- 1.6 **Eligibility to Submit Proposals.** Pursuant to SDMC section 22.3310(h) (3), if the Design-Builder is awarded a task order and fails to achieve the mandatory minimum participation levels established in the RFP for that Project for Small Local Business Enterprises, Emerging Local Business Enterprises, or Disabled Veteran Business Enterprises, the Design-Builder shall be ineligible to submit proposals for any further task orders under this Contract.

ARTICLE 2 – SCOPE OF WORK

- 2.1 **Scope of Work.** Upon the award of a task order, the Design-Builder shall furnish any and all labor, materials, equipment, transportation, utilities, services and temporary facilities required to complete each Project as described in the task order, the RFP and the Design-Builder’s proposal. All work shall be performed in a good and workmanlike manner and within the care and skill of a qualified design firm and licensed contractor in California. The work shall be performed pursuant to and in conformity with the RFP, the Project’s plans and specifications, and all other Contract Documents and subject to the approval of the City, whose approval shall not be unreasonably withheld.
- 2.2 **Design-Builder’s Representative.** The Design-Builder shall designate a local representative, who shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Projects. The Design-Builder’s representative shall communicate regularly with City, but no less than once a week if the Design-Builder is working on a task order, and shall be vested with the authority to act on behalf of the Design-Builder. The Design-Builder’s representative may be replaced only with the written consent of City.

- 2.3 Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its statement of qualifications or and proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its statement of qualifications or proposal without written consent of the City.
- 2.4 Contract Terms and Conditions.** This Contract incorporates by reference, as if fully set forth herein, the 2015 Edition of The GREENBOOK as modified by the 2015 Edition of The WHITEBOOK, except as otherwise specified in this Contract, a RFP or a task order.
- 2.5 Subcontractors and Suppliers.** The Design-Builder shall be responsible for the work done by subcontractors and suppliers, and any discrepancy or gaps in their scope of works. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any subcontractor or supplier of any tier.
- 2.6 Equal Opportunity Contracting.** The Design-Builder shall comply with the City’s “General Equal Opportunity Contracting Program Requirements” found in Chapter 10 of The WHITEBOOK, hereby incorporated into this Contract by reference. At the pre-construction conference (if any), the Design-Builder shall provide a statement of proposed SLBE, ELBE, and DVBE utilization identifying the certified entities that will be utilized on the Project to meet the mandatory minimum participation levels in the RFP. The Design-Builder shall also provide copies of all purchase orders and/or contracts with SLBE, ELBE, and DVBE subcontractors used to meet the mandatory minimum participation levels in the RFP.
- 2.7 Coordination of the Work.** The Design-Builder shall coordinate all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of design and construction. The Design-Builder shall coordinate scheduling of bid packages, submittals, and all RFI’s, and the construction of the Project to ensure the efficient and orderly sequence of the construction of the Project. The Design-Builder shall monitor and report monthly to the City on actual performance compared to the Project schedule. If City performs other work on the Project or at the site itself or with separate contractors under City’s control, the Design-Builder and the City both agree to reasonably cooperate and coordinate respective activities with the other so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.8 Superintendent.** The Design-Builder’s superintendent shall be present at the site at all times that construction activities are taking place. All elements of the construction work shall be under the direct supervision of the Design-Builder’s superintendent or his designated representative on the site who shall have the authority to take actions required to properly perform that particular element of the Project. The City may require the Design-Builder to stop or suspend the construction work if the City reasonably believes supervision at the site is inadequate.

ARTICLE 3 – CONTRACT TERM

- 3.1 Contract Effective.** This Contract shall become effective on the date it is fully executed by both Parties.
- 3.2 Termination.** This Contract, or task orders issued under this Contract, may be terminated by the City for default or for convenience in accordance with Part 1 of The GREENBOOK and The WHITEBOOK.
- 3.3 Force Majeure.** In the event the performance of either Party is delayed due to causes which are outside their control, and could not be avoided by the exercise of due care, which may include, but is not limited to, war, terrorist attack, act of God, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of the work, inability to obtain materials, labor or equipment, or litigation or legal proceedings challenging one or more of the project approvals, then the time for performance shall be extended by an amount equivalent to the length of delay. Neither Party shall receive compensation from the other party for a force majeure event.

ARTICLE 4 – COMPENSATION

- 4.1 Compensation.** The total cumulative compensation to all design-build firms eligible to submit proposals pursuant to RFQ No. 1558 shall not exceed \$14 million. The guaranteed minimum compensation to the Design-Builder is \$5,000. The total compensation for each Project will be set forth in each task order, which shall be a firm fixed price for successful completion of the Project.
- 4.2 Progress Payments.** The City will make periodic payments to the Design-Builder in accordance with the payment provisions in The GREENBOOK, the WHITEBOOK, the RFP and the task order.

ARTICLE 5 - INDEMNITY

- 5.1 General Indemnity.** The Design-Builder agrees to defend, indemnify, protect and hold harmless the City, its elected officials, officers and employees, from and against all third-party claims or judgments asserted, or third-party liability established for damages or injuries to any person or property arising directly or indirectly out of the construction of each Project, or the Design-Builder's obligations under this Contract, which are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of the Design-Builder, its officers, agents, or employees. The Design-Builder's obligation to indemnify the City shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its elected officials, officers or employees. The City may elect to conduct its own defense, in its sole discretion, without invalidating this section.
- 5.2 Indemnity for Design Services.** With respect to the design of the Project, except as otherwise provided by California Civil Code section 2782.8, the Design-Builder shall indemnify and hold harmless the City, its elected officials, officers and employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Design-Builder, its design professionals, officers, agents or employees.
- 5.3 Survival.** Notwithstanding Article 3, the indemnity provisions in this Article shall survive expiration and termination of this Contract and continue so long as a viable claim exists.

ARTICLE 6 – BONDS AND INSURANCE

- 6.1 Bonds and Insurance.** The Design-Builder shall furnish evidence of bonds and insurance required by the RFP within fourteen (14) days after written notification from the City that the Design-Builder has submitted the winning proposal, unless an extension of time is granted by the City in writing. If the Design-Builder takes longer than fourteen (14) days to provide evidence of bonds and insurance, then the additional time taken shall be added to the time the Design-Builder must guarantee the price of its proposal prior to the issuance of a task order. The City may reject the proposal if the Design-Builder

fails to provide evidence of bonds and insurance within fourteen (14) days or the extension of time granted by the City.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 Compliance with Laws.** The Design-Builder shall comply with all applicable local, state and federal laws, statutes, ordinances, and regulations in the performance of its obligations under this Contract. Local ordinances and regulations requiring written certifications or information from the Design-Builder include the Equal Benefits Ordinance (SDMC sections 22.4301 *et seq.*), Non-Discrimination Ordinance (SDMC sections 22.3501 *et seq.*), Drug-Free Workplace Policy (Council Policy 100-17), Americans with Disabilities Act Policy (Council Policy 100-04), and Contractor Standards Ordinance (SDMC section 22.3004).
- 7.2 Contract Interpretation.** This Contract, its exhibits, and the documents listed in section 1.5 are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards. This Contract is entered into and shall be construed and interpreted in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 7.3 Mandatory Mediation.** If a dispute arises out of or relates to this Contract that cannot be resolved through normal contract negotiations, the Design-Builder and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA or any other neutral organization agreed upon by the parties before having recourse in a court of law.
- 7.3.1 Selection of Mediator.** A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by JAMS, AAA or any other agreed upon mediator.
- 7.3.2 Mediation Expenses.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All joint expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.
- 7.3.3 Conduct of Mediation.** Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either Party may have attorneys, witnesses or experts present.
- 7.3.4 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 7.4 Time is of the Essence.** The City and the Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in Contract Documents.
- 7.5 Mutual Obligations.** The City and the Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each Party to realize the benefits afforded under this Contract.

- 7.6 **Successors-In-Interest.** This Contract and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Contract have been succeeded by another entity, and all rights and obligations of the parties signatory to this Contract shall be vested and binding on their successors in interest.
- 7.7 **Third Party Beneficiaries.** Nothing in this Contract shall grant rights or benefits to anyone other than the City and the Design-Builder, and any alleged third party beneficiaries are hereby expressly disclaimed. The Parties understand and agree, however, that to the extent permitted by law, the City is an intended third party beneficiary of the Design-Builder's agreements with its consultants, designers, contractors and construction managers performing work on the Project.
- 7.8 **Severability.** Should any provision of this Contract be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Contract, but, rather, the Contract shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly, except to the extent that enforcement of this Contract without the invalidated provision would materially and adversely frustrate either or both Parties' essential objectives set forth in this Contract.

- 7.9 Independent Contractor.** The Design-Builder is and shall be an independent contractor. Any provisions in this Contract that may appear to give the City the right to direct the Design-Builder as to the details of accomplishing the work or to exercise a measure of control over the work means that the Design-Builder shall follow the wishes of the City as to the results of the work only.
- 7.10 Waivers.** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions unless the waiver is in writing. Prior waivers shall not preclude the right of either Party to thereafter enforce each and every provision of this Contract.
- 7.11 Limitation on Powers.** Nothing in this Contract shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 7.12 Conflict of Interest.** The Design-Builder shall establish and make known to its members, consultants, designers, contractors and construction managers, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Design-Builder members shall not accept gratuities or any other favors from potential consultants, designers, contractors or construction managers who may or are working on the Project.
- 7.13 Notices.** Notices shall be mailed in accordance with section 2-12, "SPECIAL NOTICES" in The GREENBOOK to:
- | | |
|------------------|--|
| Design-Builder | Public Works Director |
| Address | City of San Diego |
| City, State, ZIP | 202 "C" Street, 9th Floor San Diego, CA 92101 |
- 7.14 Assignment.** The Design-Builder shall not assign its rights or obligations under this Contract without the City's prior written approval, which shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be void and incapable of creating any contractual relationship between the City and a putative assignee.
- 7.15 Survival.** Any obligation that accrues under this Contract prior to its expiration or termination shall survive such expiration or termination.
- 7.16 Incorporation of Exhibits.** All exhibits referenced in this Contract and the documents referenced in section 1.5 are hereby incorporated into and made a part of this Contract by reference.

- 7.17 **Integration Clause.** The City and the Design-Builder represent, warrant and agree that no oral promise or agreement not expressed herein has been made to them, that this Contract contains the entire agreement between the Parties, that this Contract supersedes any and all prior oral agreements or understandings between the Parties unless otherwise provided herein, and that in executing this Contract, neither Party is relying on any statement or representation made by the other Party concerning the subject matter, basis or effect of this Contract other than as set forth herein, and that each Party is relying solely on its own judgment and knowledge. This Contract may not be amended except by an instrument in writing signed by both Parties.
- 7.18 **Counterparts.** This Contract may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

ARTICLE 8 – Prevailing Wages

- 8.1 **Worked Performed.** 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
- 8.2 **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.
- 8.2.1 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 <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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.
- 8.2.2 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.
- 8.3 **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.
- 8.4 **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.

- 8.4.1** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.5** **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.
- 8.6** **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 design professionals 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 sections 1810 through 1815.
- 8.7** **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.
- 8.8** **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."
- 8.9** **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 Equal Opportunity Contracting Department at 619-236-6000.
- 8.10** **Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
- 8.10.1** 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.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego pursuant to Resolution No. R-311175 authorizing such execution, and the Design-Builder acting by and through its authorized officers.

Wadsworth Golf Construction Company

By: Greg Korta

Name: GREG KORTA, VICE PRESIDENT

Date: 5-01-17

THE CITY OF SAN DIEGO

By: Rosa Isela Riego
Rosa Isela Riego
Contract Specialist
Public Works Contracts

Date: 07/13/17

I HEREBY APPROVE the form of the foregoing agreement this 13 day of July, 2017.

Mara W. Elliott, City Attorney

By: [Signature]
Deputy City Attorney

R-311175

Item -102
4/13/17
(R-2017-589)

RESOLUTION NUMBER R- 311175

DATE OF FINAL PASSAGE JUN 15 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THREE MULTIPLE AWARD CONSTRUCTION CONTRACTS FOR GOLF COURSE IMPROVEMENT PROJECTS; AND TAKING RELATED ACTIONS.

WHEREAS, these contracts allow for the three selected firms to compete for public works contracts to build golf course improvements throughout the City. This action only authorizes the selected firms to compete for future work and is not authorizing any construction activities in these agreements; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, Three MACCs with Landscape Unlimited LLC, Wadsworth Golf Construction Company; and Lexicon, Inc. DBA Heritage Link; in total a combined cumulative amount not to exceed \$14,000,000, contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasury, under the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. RR-311175.

2. That the Chief Financial Officer is authorized to expend cumulative funds in an amount not to exceed \$14,000,000 over 5 years from CIP A-EA.00001, Torrey Pines Golf Course, Fund 700045, Torrey Pines Golf Course CIP for the purpose of funding this MACC, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasury.

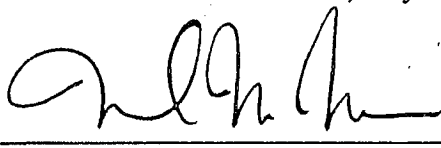
3. That the Chief Financial Officer is authorized to expend an amount not to exceed \$5,000 with Landscape Unlimited LLC from CIP A-EA.00001, Torrey Pines Golf Course, (B-17063 TP South Golf Course Improvements), Fund 700045, Torrey Pines Golf Course, for the purpose of executing this agreement and meeting minimum contract requirements.

4. That the Chief Financial Officer is authorized to expend an amount not to exceed \$5,000 with Wadsworth Golf Construction Company from CIP A-EA.00001, Torrey Pines Golf Course, (B-17063 TP South Golf Course Improvements), Fund 700045, Torrey Pines Golf Course, for the purpose of executing this agreement and meeting minimum contract requirements.

5. That the Chief Financial Officer is authorized to expend an amount not to exceed \$5,000 with Lexicon, Inc. DBA Heritage Link from CIP A-EA.00001, Torrey Pines Golf Course, (B-17063 TP South Golf Course Improvements), Fund 700045, Torrey Pines Golf Course, for the purpose of executing this agreement and meeting minimum contract requirements.

6. That the Chief Financial Officer is authorized, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves.


APPROVED: MARA W. ELLIOTT, City Attorney

By 
Mark M. Mercer
Deputy City Attorney


MMM:cw
05/30/17
Or.Dept: Public Works/Engineering
CC No.: N/A
Doc. No.: 1502591

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego,
at its meeting of JUN 13 2017.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 6/15/17
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on JUN 18 2017, by the following vote:

| Councilmembers | Yeas | Nays | Not Present | Recused |
|-----------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Barbara Bry | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lorie Zapf | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Chris Ward | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Myrtle Cole | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mark Kersey | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Chris Cate | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Scott Sherman | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| David Alvarez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Georgette Gomez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Date of final passage JUN 15 2017


(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311175

Passed by the Council of The City of San Diego on June 13, 2017, by the following vote:

YEAS: **BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,
ALVAREZ, & GOMEZ.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:
KEVIN L. FAULCONER
Mayor of The City of San Diego, California
ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: **Linda Irvin**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-311175**, approved on **June 13, 2017**. The date of final passage is
June 15, 2017.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: *Linda Irvin*, Deputy