

City of San Diego

CITY CONTACT

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PROPOSAL DOCUMENTS



FOR

MACC TASK ORDER NUMBER: 01

TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS

RFQ NO.:	K-17-1558-MAC-3-C
PROPOSAL NO.:	K-18-1693-MAC-3-A
SAP NO. (WBS/IO/CC):	B-17063
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	EA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON

JANUARY 23, 2018

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

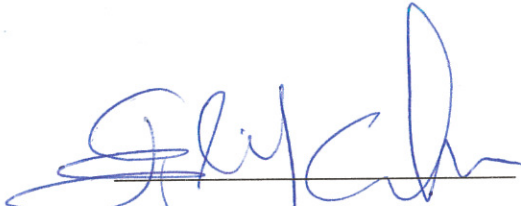
1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

DEPUTY CITY ENGINEER

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



Registered Engineer
For City Engineer

12/8/17
Date

Seal: C 60990



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REQUEST FOR PROPOSAL

1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) second step in the two-step solicitation process to acquire Design-Build services for the **Torrey Pines South Golf Course Improvements** and **MACC Task Order Number 01** Design-Build project.
- 1.2. Pursuant to the City's Request for Qualifications (**MACC RFQ**) **K-17-1558-MAC-3-C**, this MACC RFP Task Order is being issued exclusively to the previously selected firms who have each been awarded a Multiple Award Construction Contract (MACC) with the City.
- 1.3. All MACC awardees are to submit a responsive good-faith Proposal for this Task Order. Failure to do so may result in the City's rescinding the award of the MACC contract. MACC awardees who fail to submit Proposals twice in twelve month period may have their MACC contract rescinded and be ineligible to submit future proposals.
- 1.4. Failure to submit all requested information in accordance with the requirements of the RFP may be cause for disqualification.

2. **SUMMARY OF WORK:** This is the City solicitation process to acquire Design-Build services for a Design-Build project to provide improvements to the Torrey Pines South Course. Improvements shall include: a new irrigation system, drainage improvements and sumps, new bunkers, rehabilitation of existing bunkers, new and existing cart path replacement, leveling of existing and installation of new tees and ADA accessibility improvements. For additional information refer to **Attachment A**.

3. **COMPETITION:** This RFP is being issued only to the shortlisted contractors pursuant to **RFQ K-17-1558-MAC-3-C**.

4. **PROPOSAL DUE DATE AND TIME ARE: January 23, 2018, AT 12:00 NOON.**

5. **PROJECT CONTRACT COST:** The City's cost for this project is **\$13,900,000**.

6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A**

7. **CONTRACT PERIOD:** Project shall be completed by **October 1, 2019** and construction shall only occur between Date of Notice to Proceed through October 1, 2018 and March 1, 2019 through October 1, 2019.

8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to **Attachment D**.

9. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract.

SERVICES	SLBE	ELBE	DVBE	Subcontracting Requirement ¹
Design Services	6.5%	8.9%	1.6 %	17.0 %
Construction Services	5.9%	7.3%	0.8%	14.0 %

Notes:

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

- 9.1.** The Design-Builder shall submit subcontractor participation percentages that are not less than the specified subcontracting requirements.
- 9.2.** The required subcontracting percentages apply to 1st tier Subcontractors only.
- 9.3.** For the purpose of achieving the proposed subcontractor participation percentage, Allowance Proposal Items will not be included in the calculation. The Design-Builder may not substitute DVBE for SLBE/ELBE or SLBE/ELBE for DVBE. Subcontracting percentages for design and construction may not be substituted for one another.
- 9.4.** The Proposal shall be deemed non-responsive if the Subcontractor and Supplier listings submitted and enclosed with the Price Proposal fail to meet the above minimum required subcontracting participation levels.
- 9.5.** The Design-Builders' Proposals will be further evaluated for their commitment to the City's principles of equal opportunity as specified in this RFP. See Attachment "Proposal Submittal Requirements and Selection Criteria" for more information

10. CONTRACTOR LICENSE AND PREQUALIFICATION STATUS:

- 10.1.** The Design-Builder must possess a Class "A" California State Contractor's license.
- 10.2.** The Design-Builder must be prequalified up to the total amount proposed, including any alternates or options, at the time of submission of the proposal.
- 10.3.** The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission.



11. SELECTION AND AWARD SCHEDULE:

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

11.1.1.	Pre-Proposal Meeting	December 19, 2017
11.1.2.	Proposal Due Date	January 23, 2018
11.1.3.	Selection and Notification	January 29, 2018
11.1.4.	Limited Notice to Proceed	February 21, 2018

12. PRE-PROPOSAL MEETING:

12.1. Those wishing to submit a Bid are **required** to attend the Pre-Bid Meeting (Online attendance meets requirements). 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-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive. The Pre-Bid meeting is scheduled as follows:

Date: December 19, 2017
Time: 11:00 AM
Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101

Online Meeting: Virtual meeting information will be forwarded to Design Build Teams prior to meeting.

<https://global.gotomeeting.com/join/432659325>

You can also dial in using your phone.

United States: +1 (646) 749-3131

Access Code: 432-659-325

First GoToMeeting? Try a test session:

<http://link.gotomeeting.com/email-welcome>

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster *or by **Virtual Attendance** (name and company identified in the GoTo Meeting Attendees Box)*. It is the responsibility of the Bidder's representative to complete and sign the attendance roster *or to properly identify themselves in the GoTo Meeting*. **Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.**



INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- 1.1. The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission. Failure to comply with these requirements may result in the proposal being deemed non responsive and ineligible for further consideration.
- 1.2. Contractors submitting proposals must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits prior to the date of submittal. Proposals from contractors who have not been pre-qualified as applicable and Proposals that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
- 1.3. The completed application must be submitted online **no later than two (2) weeks prior to the Proposal due date**. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.4. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: Proposals will be received in **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.

- 2.1. **PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic proposal.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.



- 2.3.** Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 2.5. PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 2.6. RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- 2.7. PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.
- 2.7.1. Important Note:** Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.
- 2.8. 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 in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1.** The proposer, by submitting its electronic proposal, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.



- 3.2.** By submitting an electronic proposal, the proposer certifies that the proposer has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its proposal, the proposer acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3.** The Proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this proposal are true and correct.
- 4. PROPOSALS ARE PUBLIC RECORDS:** Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposal's General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
- 5. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 6.** Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- 7.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 8.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 9.** Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 10.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan, and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.



11. EQUAL OPPORTUNITY CONTRACTING

11.1. As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.

11.2. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

11.3. Design-Builder's Work Force

11.3.1. The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.

11.3.2. If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.

11.3.3. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

11.4. Nondiscrimination Ordinance (Municipal Code §§ 22.2701-22.2708)

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

11.4.2. This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.

11.4.3. As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint,



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

11.5. Contractor Registration and Electronic Reporting System

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

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

11.5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer

11.5.3. Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

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

11.5.4. The City may retain progress payments if:

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

11.5.4.2. EOCP reporting is delinquent or inadequate, or

11.5.4.3. Underpayment has occurred.

12. PRE-PROPOSAL ACTIVITIES

12.1. Submission of Questions

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

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



OR:

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

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

12.2. Revisions to the RFP

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

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

13. EXAMINATION OF DOCUMENTS, AND SITE OF WORK

- 13.1.** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/> Documents for this contract are also available for review in the office of Public Works Contracts.
- 13.2.** The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, local conditions, and as to the requirements of the Contract Documents.

14. CHANGES TO THE SCOPE OF WORK: Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards

15. DESIGN SUBMITTALS: The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or



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

16. BONDS AND INSURANCE: Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Sections 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4, "WORKERS' COMPENSATION INSURANCE" of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.

17. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME. Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

17.1. TECHNICAL PROPOSAL REQUIREMENTS: Technical Proposals submitted in response to this RFP shall be in the following order and shall include:

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.



- 17.1.1.** The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8 1/2" x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.
- 17.1.2.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Technical Proposal shall be organized consistent with the format in Attachment G.
- 17.1.3.** Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with Attachment G.
- 17.1.4.** Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

18. SELECTION CRITERIA AND SCORING

- 18.1.** An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.
- 18.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 18.3.** The Panel will review all proposals received in accordance with Attachment G.
- 18.4.** Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.

19. AWARD

- 19.1.** After the Technical Proposals have been evaluated, scored and ranked a Design-Builder selection will then be made.
- 19.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.



20. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 20.1.** The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 20.2. Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 20.3. Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- 20.4. Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 20.5. Submittal of "Or Equal" Items.** See 4-1.6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 20.6. Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 20.7. San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 20.8. City Standard Provisions.** The work resulting from this MACC RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 20.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 20.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 20.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 20.8.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 20.8.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.



20.8.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

20.8.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

20.9. Prevailing Wage Rates Apply: Refer to Attachment D.

20.10. Reference Standards: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p>		



ATTACHMENTS



ATTACHMENT A

**PROJECT DESCRIPTION, SCOPE OF WORK, PERFORMANCE SPECIFICATIONS AND
BRIDGING DOCUMENTS**

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

1. Project Description:

The City of San Diego has entered into an Agreement with the U.S. Golf Association (USGA) to host the 121st U.S. Open Championship at Torrey Pines Golf Course in 2021. In order to be properly prepared for the event, the City is moving forward with the implementation of a number of deferred maintenance items as well as items that will better prepare the South Course to host this upcoming event.

There will be a construction moratorium from October 1st to February 28th each year to accommodate the annual PGA Tour's Farmers Insurance Open golf tournament held in January. During this time, no construction work can occur and the Design Build Team must be completely demobilized and off site. The project **can** be performed in **one or two** construction phases in 2018 and/or 2019, observing the tournament construction moratorium. All work must be completed by October 1st, 2019 in order for proper growth of impacted turf prior to the U.S. Open Championship in 2021.

The overall Scope of Work, depending on the Proposal, could include but is not limited to: a new irrigation system, drainage improvements and sumps, new bunkers, rehabilitation of existing bunkers, new and existing cart path replacement, leveling of existing and installation of new tees and ADA accessibility improvements. For additional information refer to **Attachment A**.

2. Scope of Work:

- a.□ The minimum required Scope of Work for this Task Proposal shall include the following:
 - i.□ Abandonment of the existing irrigation system and installation of a new irrigation system throughout the South Course.
 - ii.□ Drainage improvements including minor re-contouring of grades for surface flow and installation of new drainage sumps and underground piping on each hole of the South Course for the collection of water accumulation occurring in course bunkers.
 - iii.□ Rehabilitation of existing bunkers and installation of new bunker liners to improve playability and drainage conditions.
 - iv.□ Addition of new bunkers and relocation of existing bunkers.
 - v.□ Addition of new tee boxes.
 - vi.□ Sod replacement and repair of disturbed/impacted areas.
 - vii.□ Leveling and reorientation of designated, existing tee surfaces to improve overall tee conditions.

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- viii. □ Minor modification and addition of sections of the existing cart path system including any adjacent chain link fencing.
 - ix. □ ADA upgrades including restriping accessible parking spaces and relocate pole signs, remove and replace non-compliant concrete walk ways, install directional signs, replace curb ramp, re-install a lower drinking fountain, restripe existing stairways, re-adjust bathroom doors and install door stops, and replace toilet paper dispensers
 - x. □ Design and Construction of new Bioretention facilities in conformance with the current MS4 Storm Water Permit.
- b. □ “Added Value” Scope of Work items that the proposers may include in their proposal items are the following (reference Attachment G for “Added Value” scoring values):
- i. □ Construction of maintenance paths along east side of Hole #18 (“right” side, approx. 1,360 linear ft.) and the maintenance path between Holes #1 and #6 (approx. 1,281 linear ft.). This work can be performed in 2018 or 2019.
 - ii. □ Installation of new green sumps per plan (2019 task)
 - iii. □ Additional maintenance path between Holes #1 and #6 and adjacent to #2 tee (approx. 1,254 linear ft.) This work can be performed in 2018 or 2019.
 - iv. □ Re-leveling of forward tees and re-turfing per plan on Holes #5, #9, #10, #14, #15 This work can be performed in 2018 or 2019.
 - v. □ Filling and smoothing area in the fairway on Hole #5 such to add fill on both sides of the existing pipe and smooth contours (2019 task)
 - vi. □ Remove fill and regrade area on Hole #2 to widen swale and improve right bunker visibility. (2019 task)
 - vii. □ Gliderport water meter and water line (2019 task)

3. General:

- a. □ Construction Mobilization, Staging and Material Storage:
 - 1. □ The un-vegetated area to the east of Hole 9 is available to use for staging and temporary storage of construction materials. This site has room available for temporary construction trailers, if needed. All staging areas shall have temporary fencing with wind screen throughout the duration of construction.
 - 2. □ It is acceptable to stockpile removed concrete and soils on site for a limited time. The specific location shall be determined during construction and approved by the City prior to any work.
 - 3. □ Excess concrete and soils, etc. shall be removed and disposed of properly off-site.

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b.□ Grading and Earthwork:

- 1.□ For bid purposes the Design Build Team shall assume the following:
 - a.□ Existing topsoil (maximum 9" in depth) shall be removed and stockpiled for re-use in areas to be re-graded and/or re-sodded per the bridging documents.
 - b.□ The top 9" of soil for all areas receiving sod must be existing stockpiled topsoil free of rock ½" in diameter and greater or import topsoil to meet the following criteria.
 - i.□ 60% minimum Sand / 20% maximum Silt / 20% maximum Clay (Sandy Loam Top Mix)
 - ii.□ Infiltration rate minimum 2" per hour.
 - iii.□ All other parameters shall meet Greenbook/Whitebook standards. Design Build Team shall incorporate organics and other nutrients into the top 6"-8" of topsoil based on soils test recommendations. Design Build Team shall test stockpiled and import soils for agricultural suitability per Greenbook/Whitebook standards.
 - c.□ Amended sand cap material may be used for all minor grading associated with chipping areas and fairways.
 - d.□ All bunkers being replaced with turf shall receive a minimum of 9" of stockpiled on-site topsoil or import topsoil per section B.1.b. above.
- 2.□ Existing cut soil not meeting the topsoil requirements indicated in paragraph B.1.a above may be stored and maintained on site temporarily for re-use below the minimum 9" topsoil requirement if required.
- 3.□ Any debris or materials found within the top 12" of soil to be removed and discarded.
- 4.□ Excess rock and soil shall be removed from the site and disposed of offsite at a legal location.
- 5.□ All turf areas (except root removal areas) are to receive sod per bridging documents and technical specifications section 6, Grassing. Root removal areas shall be sprigged at a rate of 350 USBU/AC.
- 6.□ Finish grade of turf flush with cart path.
- 7.□ All finish grading must be water-packed/settled utilizing the irrigation system.
- 8.□ Compaction in turf areas shall not exceed 90%. However, soil must be compacted enough to avoid sagging and settling, which could create uneven finish grades.

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- 9.□ All sub-grades and finish grades shall be approved by City prior to and after cart path installation.
- 10.□ Existing turf shall be stripped and reused on the golf course where indicated on the bridging documents and as approved by the City. Turf which cannot be reused because of quality must be removed and disposed of properly off site prior to adding/compacting any fill material.
- 11.□ A set of grading and drainage plans shall be prepared for the project, showing existing and proposed grades, including cut and fill calculations and drainage patterns/amounts for approval by the City.
- 12.□ Any excess soil due to construction activities may be stockpiled in approved locations and reused in other fill areas on site only with approval from the City.
- 13.□ Grading plans shall show locations/grades for all cart and maintenance pathways.
- 14.□ An aerial survey (DWG and SID files) of the entire site with one (1) foot contours shall be provided to the Design Build Team by the City of San Diego for use in preparing permitted plans.
- 15.□ All other survey work required during design and/or construction is the responsibility of the Design Build Team. City survey staff will not be available for use.
- 16.□ The Design Build Team shall perform a boundary survey at Hole 11 tee to identify the limits of City owned land. Notify the City if improvements are proposed outside of City-owned land.
- 17.□ Schematic Golf Course Grading Plans (Bridging Documents) shall be provided by the City of San Diego. Grading plans shall be prepared by the Design Build Team utilizing these preliminary plans, and shall be in compliance with the recommendations of the included Storm Water Quality Management Plan.
- 18.□ It will be the Design Build Team's responsibility to determine cut and fill quantities based on the improvements identified in the Bridging Documents, Standard Special Provisions and Technical Specifications. All excess spoils shall be legally disposed of off-site.
- 19.□ Rough and finish shaping is required for all improvement areas.
- 20.□ A SWPPP Risk Level 2 shall be prepared by a Construction General Permit Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP) and Qualified SWPPP Developer (QSD).
- 21.□ No vehicles other than construction equipment are permitted on the property without the expressed consent of the City.

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c.□ Drainage:

- 1.□ A drainage plan (see section B.17 above) shall be designed for the project, showing all proposed drainage patterns, drainage improvements, and all necessary equipment required for the project, to be approved by the City prior to construction. The maximum spacing for all perforated drainage systems shall be 20' o.c.
- 2.□ Putting greens shall have their own sump drainage system. The Design Build Team shall install a new, 4" ADS N12 solid outfall pipe between the outside edge of each existing green cavity and the designated drainage sump. No other drainage outfall pipes (i.e. sand bunkers, grass hollows, etc.) may be connected to the green outfall pipe. Drainage system shall comply with Drainage Sump Detail contained in the Bridging Documents.
- 3.□ Bunkers shall have their own sump drainage system. The Design Build Team shall install a new, 4" ADS N12 solid outfall pipe between the outside edge of each existing bunker cavity and the designated drainage sump. If approved by the Owner's representative, multiple bunkers may be connected to the same outfall pipe. Bunker liner and cross section shall comply with the Supplemental Special Provisions and Technical Specifications.
- 4.□ The pattern and spacing of drain lines to be designed and built in fairways, greenside chipping areas, All immediate roughs shall be approved by the City in conformance with areas identified in the bridging documents. The maximum spacing for all perforated drainage systems shall be 20' o.c.
- 5.□ All abandoned drainage pipe damaged by trenching for the placement of perforated drain pipe shall be capped.

d.□ Paths and Maintenance Paths:

- 1.□ Demolish and remove existing cart and maintenance pathways as identified in the Bridging Documents, including concrete and asphalt areas. Demolished cart paths may be pulverized and used as a base material under new cart paths at the Design Build Team's discretion and with City approval.
- 2.□ Existing demolished concrete cart paths may not be used as fill.
- 3.□ Install new, standard grey concrete cart and maintenance paths per the Bridging Documents.
- 4.□ Cart path modifications at #11 tee shall match existing with a 6" thick profile over compacted subgrade.
- 5.□ It shall be assumed that cart paths will be 8' wide and maintenance paths will be 12' wide.
- 6.□ Cart paths shall be 4" thick and include fiber mesh reinforcement.
- 7.□ Concrete maintenance pathways shall be 6" deep and include fiber mesh reinforcement.

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- 8.□ The existing asphalt maintenance paths: east of Hole 18 (approx. 1,360 linear feet); and from Hole 18 west between Holes 1 and 6 to the fork (approx. 1,300 linear feet); and from Hole 2 north between Holes 1 and 6 and around Hole 2 tee down to the restroom building (approx. 1,250 linear feet) shall be removed and replaced with a new 6" thick, 12' wide standard grey concrete maintenance path and include fiber mesh reinforcement per the Bridging Documents. Each section identified above shall be removed and replaced independently. Coordinate sequencing with City prior to starting work.
- 9.□ All concrete shall carry a minimum compressive strength of 4000 psi and shall include fiber mesh reinforcement. The City Lab shall provide compressive strength testing.
- 10.□ No Class II base is required for the cart and maintenance pathways. However, the top 12" of existing subsoil shall be compacted to 90% minimum compaction prior to concrete or asphalt placement.
- 11.□ A medium broom finish shall be used for all cart paths and maintenance paths per the Special Provisions. Provide mockup for review and approval by the City prior to installation. Mockup panel shall be removed upon completion of the project.
- 12.□ Final cross slope grades for maintenance and cart paths shall be determined in the field during construction with approval by the City. All cart and maintenance pathways must have positive drainage and shall not create ponding on the concrete slab.
- 13.□ For bidding purposes, it shall be assumed that one-sixth (1/6) of all cart paths shall have curbing on one or both sides of the path. Curbing shall be between 4" and 6" high. Per ADA requirements, continuous curbing may not exceed 75 yards in length. Openings a minimum of sixty inches (60") wide must be provided at intervals not exceeding 75 yards in length.
- 14.□ The Design-Build Team shall provide proper drainage along all cart paths. All grading and drainage to be reviewed and approved by the City.
- 15.□ The Design Build Team shall remove any chain link fencing affected by cart path realignment at Hole 11. New chain link fencing shall be installed to re-establish a secured golf course perimeter. All new posts and hardware shall be hot dipped galvanized and painted green to match existing. New chain link mesh shall match existing including gauge and powder coat finish and color.

e.□ Construction Water:

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

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f.□ Planting Plans:

- 1.□ A set of planting plans shall be prepared identifying all plant types to be used throughout the Golf Course. The plans shall be submitted for review and approval by the City.
 - a.□ See Section Six – Grassing for sod varieties
 - b.□ Provide Carex Subfusca (Brown Sedge) at 12" o.c in 1 gallon containers in all bioretention facilities.
 - c.□ Match existing planting pallet for shrubs adjacent to proposed bioretention facilities. Provide a mixture of 40% 5 gallon and 60% 1 gallon in container size at appropriate spacing based on plant varieties selected.
- 2.□ All existing trees are to be protected in place. Contractor to follow all tree protection measures indicated in the Greenbook/Whitebook and special provisions.
- 3.□ Maintenance during plant establishment will be provided by the City upon completion of the installation by the Design Build Team and approval by the City.

g.□ Irrigation Plans:

- 1.□ The project includes the installation of new irrigation system components on an existing golf course, including all components as illustrated in the bridging documents, details, special provisions and technical specifications.
- 2.□ Extreme consideration must be given to maintaining acceptable playing conditions throughout the duration of the project on the holes not undergoing improvement. All excavations and disturbance must be returned to original conditions within the same day within active play areas. All open excavations must be protected, barricaded, shored, or covered as required, to safely allow play to occur within vicinity of construction.
- 3.□ Design Build Team will be provided with a location to store project materials and equipment. Design Build Team to erect security fencing around perimeter of storage yard with lockable gate. All non-pipe materials to be stored inside a lockable trailer within the fence perimeter. All stored pipe materials must remain covered at all times.
- 4.□ Design Build Team to field survey for any irrigation head location necessary to locate the lateral isolation valves on the golf holes with new mainline being installed. Design Build Team to cup all flagged locations with greens cup cutter and remove excavated soil and grass. Paint inside of cup with bright colored paint, and install plastic feathered stake chaser (color to match survey flag). Prior to excavating at a staked location, paint a straight line (min. 48" long) centered over cup and perpendicular to pipe routing, to mark specific location of head and insure final installation is +/- 6".



- 5.□ Design Build Team shall remove all existing irrigation equipment within the top 12" of existing soil in areas of work to be graded prior to grading and/or installing the new irrigation equipment. Removal shall include: wiring, controllers, air release valves, remote control valves, valve boxes, quick couplers, controller wiring, gate and/or ball valves, irrigation controllers, lateral and main lines, sprinkler heads, and any other equipment associated with the existing irrigation system. The existing irrigation system must remain functional throughout the golf course, at all times. Existing mainline piping, lateral line piping, valves and equipment, electrical wiring and low voltage field wiring required for operation within the golf course must be repaired or replaced immediately, if damaged during construction.
- 6.□ Design Build Team will be responsible for making temporary connections to existing distribution piping system as part of installation process. Golf Staff and/or the City can direct locations for connections. These connections will be made with mainline isolation gate valves as indicated. Future valves will also be installed for use with the balance of the irrigation system replacement.
- 7.□ The City shall have the option to keep any/all of the removed irrigation equipment. The Design Build Team is to coordinate with the City to determine what equipment is to be kept and where to store it. The remainder of the equipment shall be disposed of by the Design Build Team properly off-site.
- 8.□ Limited as-builts may be available for the existing irrigation system.
- 9.□ Design Build Team to provide a new and complete golf course irrigation system design for the Torrey Pines South Golf Course.
- 10.□ All mainline piping capacity (potable and reclaimed) shall match the peak performance of the supplying pump station.
- 11.□ All irrigation water lines shall consist of DR rated HDPE pipe with matching DR ratings of all fittings to DR rating of pipe in all circumstances, including fabricated HDPE fittings, sized to meet peak demand of pump stations without exceeding 5 feet per second. Utilize minimum DR11 rated HDPE pipe for irrigation mainlines as approved by the City and install pipe to the following depths:
 - a.□ 18" Top of Irrigation Lateral Lines.
 - b.□ 36" Top of Irrigation Mainlines.
 - c.□ Up to 48" Top of Green Complexes (applicable only where laterals cannot be routed around green complex. Requires approval from the City prior to installation.)
- 12.□ Provide Philmac compression fittings or approved equal for connections to lateral lines.
- 13.□ Provide Friatec electrofusion saddles or approved equal for lateral connection to mainlines.

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- 14.□ Provide wrapped large HDPE fittings for fittings over 12" in size.
- 15.□ Provide line size mechanical joint mainline gate valves.
- 16.□ Provide stainless steel line size lateral isolation valves.
- 17.□ Provide sufficient number of mainline gate valves to isolate each golf hole at a minimum.
- 18.□ Include Air Relief Valves and Blow-Off Assemblies when topography peaks or valleys occur at a 10' or greater differential. Provide locations on final construction documents for review and approval by the City prior to construction.
- 19.□ Finished grade at Blow-off Assembly locations to occur at locations that allow water to drain away from the vaults.
- 20.□ Provide a minimum 60ft distance offset for all mainline pipe from the edges of all green complexes. Where this requirement cannot be met, the alternate location must be coordinated and approved by the City prior to installation.
- 21.□ The irrigation system will utilize Recycled water. The Design Build Team shall comply with all equipment, materials, details and signage requirements per the most current versions of Federal, State and local rules including the City of San Diego's Rules and Regulations for Recycled Water Systems (June 2016 and newer).
- 22.□ Irrigation mainlines shall never cross under a tee box, sand bunker or fairway without approval of the City.
- 23.□ Recycled water mainlines shall be looped with no dead ends.
- 24.□ Provide potable water for use at all Green complexes.
- 25.□ Provide Recycled water for use at all fairways and golf course vegetation.
- 26.□ Utilize plastic lavender colored valve boxes for all recycled water systems.
- 27.□ Use of 60 foot "back up" heads located immediately behind a 60 foot part circle sprinkler head is not allowed. All "trim" areas that are too limited in distance for large radius sprinkler shall use a head throw distance equal to the turf distance measurement.
- 28.□ Utilize 40 feet on center equilateral triangular spacing where turf corridor is limited to approximately 40 feet. Use Valve-in-head sprinkler with single head control for this application.
- 29.□ Utilize 30 feet on center equilateral triangular spacing where turf corridor is limited to approximately 30 feet. Use gear drive rotor with remote control valve for this application.
- 30.□ The irrigation system shall include installation of a minimum fifty-three (43 existing units to be removed and re-installed and 10 new units) of Toro VP



modular solid-state control field satellite units or approved equal and capable of automatic, semi-automatic and manual operations. Each automatic irrigation controller unit and all accompanying accessories shall be housed in a locking, weatherproof, pedestal-type enclosure constructed of bi-wall plastic corrosion-resistant finish inside and out. The City prefers controllers to be located at the perimeter of the golf course, out of sight and play where possible. It is the Design Build Team's responsibility to coordinate final locations of all irrigation controllers with the City prior to installation.

- 31.□ Design Build Team to provide all needed additional station cards and satellites to maintain a minimum of 8 free station per satellite for expansion capability.
- 32.□ All electrical wires serving the satellite controllers shall be installed in conduit. The Design Build Team to provide 220v power in separate conduit from communications and low-voltage irrigation wire for connection to each irrigation controller installed.
- 33.□ Direct bury all communication wire with pull boxes at distances requested by the City including at each irrigation controller installed. Splice boxes for communication wire shall be separated from 220v power splice boxes per NEC requirements.
- 34.□ Provide cathodic protection to all irrigation systems per the manufacturer's requirements.
- 35.□ The new irrigation control system will also include:
 - a.□ New central control programming by the Design Build Team to accomplish peak irrigation within a 6-hour water window.
 - b.□ All communications equipment including a Field Interface Unit, wired and wireless as required, with connections and manufacturer's certification of installation and warranty.
 - c.□ Include all available central control system accessories.
 - d.□ Four (4) 128 GB Apple ipads with charging equipment for staff to operate the system remotely.
 - e.□ Complete GPS mapping and separate database creation with complete mapping of irrigation system after installation for use in Toro LYNX central computer control system.
 - f.□ New Toro remote monitoring weather station. Installation location to be approved by the City prior to installation.
- 36.□ The irrigation system shall have individual head control. Each sprinkler head shall be individually controlled. Every sprinkler head and valve shall have the ability to be managed from the central control computer. Hand held devices shall allow maintenance staff to access the central control computer from the field.
- 37.□ The Design Build Team shall design the irrigation systems according to the following design parameters:

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- a.□ All greens and tees shall each be watered independently without watering the surrounding fairway or rough areas during water restriction episodes.
 - b.□ Toro Infinity Series case sprinklers or approved equal are used for all available applications.
 - c.□ Where adequate space allows, valve-in-head sprinklers with single head control are to be installed 60 feet on center equilateral triangular spacing.
 - d.□ No 60 foot “back-up” heads located immediately behind a 60 foot part circle sprinkler head. This installation is not acceptable.
 - e.□ All “trim” areas that are too limited in distance for large radius sprinklers shall use a head throw distance equal to the turf distance measurement.
 - f.□ 30 foot on center equilateral triangular head spacing shall be provided where turf corridor is limited to approximately 30 feet. Use gear drive rotor Toro T7 or approve equal for this application.
 - g.□ Coordinate head layouts with City prior to installation.
- 38.□ Provide quick coupling valves to the following standards:
- a.□ 1” size for Potable water.
 - b.□ 1” size with ACME threads for Recycled water.
 - c.□ Ample numbers such as to allow for hand watering requirements, a min. of one at every other lateral line in the center of the fairway. 2 at each green. 1 at each fairway bunker. 1 at each tee.
 - d.□ Install QC’s in 4” ADS (black for potable or purple for reclaimed) cap on 4” ADS N12 sleeve for QC box.
 - e.□ Coordinate final locations of all QC’s with the City prior to installation.
- 39.□ Provide new 2" potable water supply lines to existing drinking fountains, restrooms and other course facilities.
- 40.□ Install lateral piping with vibratory plow unless rock is encountered. The City shall determine if vibratory plowing must be replaced with trenching. It is anticipated that up to 80% of the laterals can be installed with vibratory plow.
- 41.□ The Design Build Team shall use survey grade mapping instruments to implement designers head layout as approved by the City.
- 42.□ Include an additional 30 Quick Coupling Valves off of potable piping network for use during tournaments. The City shall determine location of Quick Couplers during the design phase of the project.
- 43.□ Design Build Team shall utilize potable water only for all construction, irrigation, and golf course use during construction.

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- 44.□ Utilize Department of Environmental Health cross connection standards for conflict between potable and recycled water systems.
- 45.□ Utilize certified cross connection specialist for daily review of construction activities.
- 46.□ Sleeve any and all piping (drainage, irrigation and potable) that goes under the cart path.
- 47.□ Sleeve anything that requires cart path panel removal and replacement.
- 48.□ Utilize Recycled Water Purple colored markings for all components of Recycled Water irrigation system.
- 49.□ Include yardage markings to middle of greens. Include heads from 300 yards to green, and 30 LF into the rough. Heads closer than 40 yards do not require markings.
- 50.□ Separate "approach" to greens with 90 degree arc sprinkler heads.
- 51.□ Provide control wire to the following standards:
 - a.□ Include "extra" common and control wire (2 each) at each end of each controller service area for future use. Run all extra and spare wires into each lateral isolation valve box for ease of access.
 - b.□ Include "spare" control wire installation for all "open and available" stations at each controller to the furthest point in each direction of the controller service areas. Run all extra and spare wires into each lateral isolation valve box for ease of access.
 - c.□ Use different color for "spare" wires and "extra" wires to differentiate between each. Do not use the same color as a common or control wire.
 - d.□ Include "extra" common and control wire at each QC location for future use, only at bunkers.
- 52.□ Hole Specific Irrigation Requirements (All irrigation plan layouts to be reviewed and approved by the City prior to installation):
 - a.□ #2 green – new mainline should be installed further away from the existing location and closer to hole #6.
 - b.□ #4 fairway – mainline should run along player's right.
 - c.□ #7 fairway – mainline should run along player's left.
 - d.□ #9 fairway – move mainline closer to the fairway and out of event vendor row.
 - e.□ #11 general – reduce or eliminate mainline dead ends.

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- f.□ #12/13 general – mainlines should run down the player’s left on #12 and to the player’s right on #13. Maintain a looped system in this location.
- g.□ #12/#16 general – it is acceptable to design one potable mainline for use at both holes.

- 53.□ The following requirements will govern if rock is encountered on site during trenching operations:

Lateral Piping -

Rocky material that can be excavated utilizing a Vermeer T655 or equivalent size machine shall be the responsibility of the Design Build Team. Material that cannot be removed by a similar size machine may be removed by any method approved by the City. Rocky material that can be trenched utilizing a Vermeer V-8050 Trencher with Rock-Wheel or equivalent size machine shall be the responsibility of the Design Build Team. Material that cannot be removed by a similar size machine may be removed by any method approved by the City.

The Design Build Team is responsible for producing ½” minus screened excavated material from existing excavations for bedding. Should pipe bedding material requirements exceed that available, the Design Build Team shall supply additional bedding material. All import material shall be reviewed and approved by the City prior to installation. Any excavated material remaining after backfilling operations are complete shall be disposed of at a legal site of disposal.

- 54.□ Design Build Team shall provide GPS mapping of completed irrigation system after installation prior to final acceptance.

- h.□ ADA Compliance Upgrades:

Refer to Access Law Design Compliance Preliminary Engineering Projects Memorandum for additional information and clarification regarding ADA compliance requirements associated with the improvements to the Golf Course Parking Lot, South Course cart paths, Pedestrian Path of travel through the facility and within the Clubhouse.

- 1.□ Path of Travel (POT):

- a.□ Cut back all overgrown plants protruding into the POT (Concrete Sidewalk) from the ROW entry walkway to the clubhouse entry.
- b.□ Replace all concrete walkways from the turn-around to the club-house main entrance per Bridging Documents. See Bridging Documents for location of new concrete paving, and concrete ramps with handrails. Path of travel replacement includes backfill, compaction, grading, landscape and irrigation repair, bollard replacement and fence and gate repair and/or replacement as required to meet all California Building Code (CBC) Title 24 Disabled Access Regulations.



- c. ADA paths and ramps shall be 3,000 psi standard grey, 4" thick, with light broom finish and include fiber mesh per cart path detail. All handrails associated with ADA ramps shall be 1-1/2" O.D and 316 stainless steel pipe. Ramps shall meet all current CALDAG requirements.

2. Club House Improvements:

- a. Restripe all existing interior and exterior concrete stairs.
 - 1) Interior stairs shall have the upper approach and lower tread marked with a painted stripe providing a clear visual contrast.
 - 2) Exterior stairs shall have the upper approach and all treads marked with a painted stripe providing a clear visual contrast.
 - 3) The stripe shall be a minimum of 2" wide to a maximum of 4" wide placed parallel to, and not more than 1" from the nose of the step or upper approach and shall be of a material that is at least as slip resistant as the other treads of the stair. A paint strip shall be acceptable. Paint color to be selected by City.
- b. Men's and Women's Restrooms:
 - 1) Adjust or replace door closers so they operate with a door pressure not to exceed 5 lbs.
 - 2) Install door stops to comply with ADA regulations.
 - 3) Install an ISA sign on each accessible stall door. Sign shall be located 60" AFF, from the center line of the sign to the finish floor.
 - 4) Change "U" style handles to comply with ADA regulations.
 - 5) Replace toilet paper dispensers with surface mounted multi-roll toilet dispenser Bobrick Model B-2888. Install per manufacturers recommendations.

3. Accessible parking:

- a. Re-stripe accessible parking spaces, block out existing markings and size and restripe the spaces, install symbols and lettering per SDM-117.
- b. Replace all ADA signage poles behind the sidewalk to prevent cars from running into signs. All existing damaged signs to be replaced with new signs per SDM-117.
- c. Add new "\$250.00 MIN FINE" sign to each pole per SDM-117.

4. Accessible Directional Signage:

- a. Provide accessible directional signage in the following locations:
 - 1) From the accessible parking lot to the accessible walkway to the Club House.
 - 2) At the vehicle turn around to the accessible walkway to the Club House.

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- 3)□ At the intersection of the walkway at the circle landing in front of the Club House.
 - 4)□ At the northeast corner of the Club House.
 - 5)□ At the bottom of the ramp at the Club House.
 - 6)□ At the hallway providing directions to the Pro Shop.
 - 7)□ At the bottom of the stairway at the southwest corner of the Club House.
 - 8)□ All final sign locations to be approved by Golf Staff.
- 5.□ Accessible Informational Signage:
- Provide an information sign at the main entrance to the Club House, indicating the accessible location designated for cart pick-up and drop off. All final sign locations to be approved by Golf Staff
- 6.□ Directory Signage:
- Provide an accessible directory sign at the northeast corner of the Club House. All final sign locations to be approved by Golf Staff
- 7.□ Drinking Fountains:
- a.□ Adjust low unit to measure 27" minimum to the bottom of the bowl.
- i.□ Design Requirements:
- 1.□ The City will review and make comments on the design as the project progresses, which could result in changes and/or updates to plans.
 - 2.□ All work shall meet current City codes, rules, regulations and standards, including the latest versions of GREENBOOK, WHITEBOOK, City of San Diego Standard Drawings and the most recent version of the Consultant's Guide to Park Design and Development.
 - 3.□ All design drawings and As-built drawings shall be provided to the City on a disk at the end of the project. Drawings to be included on the disk are grading plans, planting plans, irrigation plans, graphics, and any other drawing or plan(s) associated with the project. The disk shall include CAD files and PDF's.
- j.□ Bunkers:
- 1.□ Bunker sand shall be approved by the City and shall be tested by a City approved Laboratory.
 - 2.□ All bunker sub-grades must be approved by the City prior to installation of drainage.
 - 3.□ Final drainage patterns shall be painted on the approved subgrade by Design Build Team and approved by the City prior to drainage installation.

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- 4.□ Sand bunkers, including drainage and liner, shall be constructed per the Bridging Documents, Special Provisions and Technical Specifications.
- 5.□ Sand depths for bunkers shall be a minimum of 4" on bunker faces and a minimum of 6" on the bottom. The Design Build Team is responsible for the addition, removal and relocation of sand to achieve the specified, uniformly compacted depths in each bunker.
- 6.□ All installed bunker sand shall be repeatedly water soaked and mechanically tamped with a vibratory tamper to assure proper sand compaction.

k.□ Tees:

- 1.□ Tees shall be constructed per the Bridging Documents, Supplemental Special Provisions and Technical Specifications.
- 2.□ All tees shall be prepared using native soil. No sand capping of tee boxes.
- 3.□ Existing yardage plaques/markers shall be removed and replaced with new stone markers matching the North Course. Provide 100 new tee markers. The City shall approve the placement of all relocated markers.

l.□ Bioretention Facilities:

- 1.□ Design and Construct new Bioretention facilities in conformance with the current MS4 Storm Water Permit and the bridging documents.
- 2.□ Provide biofiltration soil media, choker stone and sand layers, and aggregate storage bed per the special provisions section 301-8, Graded Aggregate Choker Stone and Section 800-4, Bioretention Soil Media (BSM).
- 3.□ Install planting within the bioretention facility per paragraph 2.F.1.b above.
- 4.□ Install an independently valved automatic irrigation system specifically for the bioretention facility. This system should function independent of the golf course system or adjacent shrub bed system.

m.□ Project Schedule:

- 1.□ **Design Schedule** (Concurrent with City PUD and County of San Diego Reclaimed Water Section Coordination and Permitting)
 - **50% Design – 3/14/2018**

The 50 percent design shall include, but not be limited to:

 - a.□ Prepare a written list of permits required for the project, identifying all permitting agencies and authorities having jurisdiction. PM will coordinate with PUD's and PW's Environmental and Permitting Section staff for a completeness check.

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- b.□ A complete draft of technical specifications in “Greenbook” format for grading, planting and irrigation, etc. CSI format is acceptable for structures or other work not covered by the “Greenbook” or “Whitebook”.
- c.□ Drawings shall include at a minimum:
 - Cover sheets with general notes, vicinity map, key map, and legend, etc.
 - A list of construction drawings.
 - A site plan including construction layout, site grading, erosion control, and construction staging areas (if applicable).
 - A list of special conditions, if any.
 - Drawings shall show all existing topographic and utility information and the plan view (horizontal alignment) within the scope of work.
 - Plan sheets for the improvements, construction details, and notes as applicable to show information from the Bridging Documents.
 - Identification of both special and standard details.
- **1 Week for City Review – 3/21/2018**
- **90% Design - 4/11/2017**

The 90 percent design shall include but not limited to:

 - a.□ Updated and incorporated information and comments from the 50 Percent Design submittal.
 - b.□ Complete drawings for construction of new facilities, and refurbishment and/or demolition of existing facilities.
 - c.□ Permit applications as necessary.
 - d.□ A current written list of permits including environmental permits. The list shall also identify all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
 - e.□ CDs for irrigation systems that use recycled water shall be submitted to the City of San Diego’s Recycled Water Program for review. Any comments shall be incorporated into the CDs. CDs shall then be submitted to the County of San Diego Department of Environmental Health for review and approval.
- **2 Weeks for City Review – 4/25/2018**
- **100% Design – 5/09/2018**
 - a.□ Updated and incorporated information and comments from the 90 Percent Design Submittal.

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- b.□ Comments from permitting agencies, city-wide plan check, Park and Recreation Department, Field Division and QA/QC plan checks, including a log of comments and responses.
- c.□ A current written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status of permit approvals.
- d.□ Schedule of values.
- **1 Week for City Review – 5/16/2018**
- **Final Plans and Permits (including reclaimed water) – 5/30/2018**
 - a.□ Updated and incorporated comments from the 100% Design Submittal.
 - b.□ Final drawings stamped and signed (original wet-signed mylars) by Consultant, Sub-consultants, and the Deputized Senior Engineer.
 - c.□ Updated schedule of values.

2.□ **Construction Schedule:**

Construction may begin immediately after the issuance of the Coastal Development Permit.

The following scheduals are not to be considered comprehensive lists of all required or best value scope.

Construction Scope for 2018 and/or 2019:

- All tee work per plan on holes #1, #3, #6, #8, #13, #16, and #18 and second from the back tee work on holes #10, #11 and #15.
- Changes to cart paths on holes #8, #14 and #16.
- Repair work on #14 cart path (approx. 90 linear ft.).
- Miscellaneous Drainage on hole #1 designated by #21 on plan.
- Root removals.

Added Value Construction Scope for 2018 and/or 2019:

- Maintenance Paths on players right of hole #18 (approx. 1,360 linear ft.) and the first part of the maintenance path between holes #1 and #6 (approx. 1,281 linear ft.).
- Remaining maintenance path between holes #1 and #6 and around #2 tee (approx. 1,254 linear ft.).
- Forward tee re-leveling and re-grassing per plan on holes #5, #9, #10, #14, #15.

Construction Moratorium: **October 16, 2018 to February 28, 2019**

Construction Scope: **March 1, 2019 through October 1, 2019**

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Any 2018 construction item not completed prior to October 1st 2018, shall be completed during 2019 construction.

2019 Construction may begin immediately after the Farmers Insurance Open on March 1, 2019 and shall be completed by September 1, 2019.

- Tournament Tees #4, #12 and #17 are to be re-leveled and re-grassed with native soil, sand capping not required.
- All Irrigation Improvements
- All Bunker Improvements including drainage and new separate sumps
- All Fairway Changes – #4 fairway is completely sand capped with remaining sand being used on the other fairway as allocation allows.
- All cart path changes associated with fairway relocations.
- Approaches, collars and collection areas: smooth and re-grass; only #7 green collection area gets sand capped.
- Installation of Precision Air
- Miscellaneous Drainage designated by #21 areas on the plan for holes #2, #4, #11, #12, #13, #14, #15 to be done in 2019.

Added Value Construction Scope for 2019:

- New green sumps per plan.
- Area on hole #5 in the fairway to add fill on both sides of the existing pipe and smooth.
- Remove fill and regrade area on hole #2 to widen swale and improve right bunker visibility.
- Gliderport water meter and water line.

September 1, 2019 end of construction, develop punch list.

September 14, 2019 end of punch list.

October 1, 2019 Design Build Team demobilized totally complete.

3. □ The Golf course will be open throughout the entire construction process. The City will allow up to two (2) holes of the golf course to be closed or significantly impacted at one time throughout the construction period. Work can be performed at two additional holes with advance approval by the City. The Design Build Team shall coordinate with the City regarding patron access and the placement of no more than two temporary tees and greens at one time. The Design Build Team shall submit a sequenced phasing plan for review and approval by the City and shall provide the City with weekly schedule updates to ensure that golf operations are able to notify patrons regarding daily course conditions. Design Build Team is responsible to ensure that patrons and City staff can safely utilize and enjoy the golf course throughout the construction process.

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The following Impacts will be reviewed by the City to determine when a hole is considered significantly impacted or closed for play. The main focus is to keep the golf course and playing conditions safe for all patrons. All in play areas can be described as tees, fairways, greens and rough areas (within 20 yards of tees, fairways and greens).

- Any bunker, drainage, collar, or shaping work around Greens.
- Any open trenches crossing in play areas. (tees, fairways, in front of greens)
- Any major shaping work to tee areas, bunkers, fairways, approaches, green surrounds and collection areas.
- Any large equipment (trencher, rock wheel, skid steers, bulldozers, etc.) within close proximity to tees, fairways, greens.
- Anything that would cause temporary greens or tees beyond a maximum of 2 at one time.
- Bunkers without sand.
- Any tees or approaches, fairways, greens surrounds without turf.

4. □ If the Design Builder closes more than 2 holes it will cause the City to sustain damages. See Attachment E SSP, Section 6-9 Liquidated Damages.
5. □ It is acceptable to work on portions of the cart paths as long as access to the golf course remain open.
6. □ Design on the project shall begin immediately after issuance of the Notice to Proceed.

n. □ **Environmental Requirements:** The Design Build Team shall comply with all project environmental requirements associated with the approved Mitigated Negative Declaration (Project. No. 540657) issued by the City's Development Services Department.

- a. □ As part of the Coastal Development Permit it is anticipated that the Parking Lot will require BMPs.
 - a. □ Drainage from the parking areas, driveways, and other paved surfaces shall be directed through landscaping, vegetative filter strips, or grassy swales using curb cuts and other parking lot drainage retrofit measures in order to remove pollutants and infiltrate runoff wherever feasible.
 - b. □ Bio-clean or other proprietary media filter devices, effective at removing and/or mitigating contaminants such as petroleum hydrocarbons, heavy metals, and other particulates, shall be installed within existing storm drain inlets and maintained over the life of the development.

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- c.□ Selected BMPs shall be designed to treat, infiltrate or filter the amount of storm water produced on site by each runoff event, up to and including the 85th percentile, 24- hour runoff event for volume-based BMPs, and/or the 85th percentile, 1-hour runoff event, with an appropriate safety factor, for flow-based BMPs.

4. Reference Documents and Resources

The City will provide the following information to Design-Builder. The City does not guarantee the accuracy of this information. The Design- Builder shall conduct further research as necessary to verify the information.

The City and the Design-Builder recognize that previous designs and reports such as information provided in the Bridging Documents have developed a preliminary definition of the Project. However, these previous efforts have not resulted in a comprehensive and final Project definition. The Design-Builder shall verify all information provided to it by the City pertaining to the Bridging Documents, conceptual plans, Project Site's description, rights-of-way, easements, existing utilities, soils, etc., and shall verify the data and recommendations prior to including them into the Project design. The Design Builder shall perform the engineering tasks necessary to further refine and optimize the Project, utilizing as much previous work as possible, ultimately leading to authorization-to- proceed for Construction with Final Design.

a.□ Exhibits:

TPS GC Existing Conditions - Irrigation

TPS Golf Course Improvements Exhibits

TPS Golf Course Schematic Grading Exhibits

TPS GC Improvements Storm Water Quality Management Plan –SWQMP

Documents are available at:

<https://filecloud.sandiego.gov/url/hre0zznodut5>

b.□ Recycled Water Resources:

You shall comply with State of California Recycled Water Codes and City of San Diego Recycled Water Rules and Regulations. Public Works Department consultant inspection team separate from the contractor shall include an inspector with backflow and cross connection certificates to inspect the irrigation system during the construction phase and cross connection testing.

<https://www.sandiego.gov/water/recycled>

http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/lawbook/rwstatutes_20170113.pdf

http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/lawbook/RWregulations_20150716.pdf

https://www.sandiego.gov/sites/default/files/recycled_water_rules_and_regulations_june_2016_final.pdf



c. **Record Drawings:**

TPS GC - 4 Fairway South Drainage As-Builts
TPS GC - Fairway Bunker Drainage Record Drawings
TPS GC - Green and Bunker Drainage Record Drawings
TORREY PINES NORTH AS-BUILTS
PARKING LOT PERMANENT BMP EXHIBIT

Documents are available at: <https://filecloud.sandiego.gov/url/hre0zznodut5>

d. **City CAD Standards:**

1.4 SHEET COVER AEP.dgn
1.4 SHEET COVER AEP.dwg

Documents are available on the City of San Diego website under Engineering Documents and References:

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

e. **Conceptual Grading Exhibits CAD Files:**

-FuscoCorp.ctb
x1440-004-BN-CN.dwg
x1440-004-BM.dwg
x1440-004-CC-BM.dwg
x1440-004-RG.dwg
x1440-004-UT.dwg

Documents are available at:

<https://filecloud.sandiego.gov/url/hre0zznodut5>



ATTACHMENT B
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ATTACHMENT D
PREVAILING WAGES



ATTACHMENT D

PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <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.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.



- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.



- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:



- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).



ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

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SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1.□ The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2.□ The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a)□ General Provisions (A) for all Contracts.
 - b)□ General Provisions (C) for Design-Build Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:
The **Normal Working Hours** are 8:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 1.□ You shall perform, with your own organization, Contract Work amounting to at least **30%** of the base Bid.
- 2-9.2 Survey Service.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 1.□ Prior to the start of design, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design phase survey services for the Project.
 - 2.□ Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the construction phase survey services for the Project.
 - 3.□ You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

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- 4.□ Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet.
- 5.□ Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
- 6.□ You shall preserve construction survey stakes, control points, and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the Engineer at your expense.
- 7.□ Survey Services shall be procured or performed by the Design Consultant.

2-9.2.1

Survey Files.

- 1.□ All Computer Aided Drafting (CAD) Work shall be done in accordance with the City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and shall be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
- 2.□ All survey files shall be completed in accordance with the City of San Diego's Citywide CADD Standards and shall adhere to the City's Microstation level and attribute structure.
- 3.□ The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files may be sent to you if requested.
- 4.□ Survey files shall include, but shall not be limited to, the following items:
 - a)□ Street center line and (record width) right-of-way lines.
 - b)□ Project geometry (.alg) files (this will be generated for use in InRoads).
 - c)□ 3D surface model (.dtm, break line and spot elevation) file.
 - d)□ Spot elevations of the new utility main at each intersection, midblocks, and for any change in grade.
 - e)□ Monuments.
 - f)□ Curb lines (top curb and gutter).
 - g)□ All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, and poles.
- 5.□ You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-lines and Record Documents."

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2-9.2.2 Submittal.

- 1.□ Survey files shall be submitted in accordance with 2-5.3, "Submittals" and 2-5.4, "Red-Lines and Record Documents". You shall provide the Survey Files, proposed Drawings, and/or Red-line Drawings on a CD/DVD to the Engineer and shall post the Survey Files, proposed Drawings, and/or Red-line Drawings to the following website:
<https://filecloud.sandiego.gov/url/qycir0d2itcp>
- 2.□ After the documents have been posted to the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and to SurveyReview@sandiego.gov.
- 3.□ All survey Work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals shall be at your expense.

2-9.2.3 Payment.

- 1.□ The payment for survey services Work shall be included in the Contract Price.

ADD:

2-10 AUTHORITY OF THE BOARD AND THE ENGINEER. To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM. To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-5.1 Claims. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

- 1.□ A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.

□

- 2.□ A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
- 3.□ You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
- 4.□ You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
- 5.□ The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

- 1.□ You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
- 2.□ You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

- 1.□ If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a)□ The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b)□ The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c)□ All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d)□ You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

- 1.□ The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

□

3-5.1.3 Settlement Meeting.

- 1.□ If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.7 City's Final Determination.

- 1.□ If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
- 2.□ If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
- 3.□ Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

- 1.□ If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a)□ Providing professional consultations.
 - b)□ Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

- 1.□ The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
- 2.□ The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
- 3.□ If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
- 4.□ Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

□

3-5.2.3 Selection of Mediator. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1.□ A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
- 2.□ To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
- 3.□ If AAA is used, the initiating party shall concurrently file with AAA a “Request for Mediation” along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
- 4.□ If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party’s Request for Mediation, the opposing party shall file the following:
 - a)□ A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b)□ A preference for available dates.
 - c)□ Appropriate fees.
- 5.□ If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1.□ It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 – CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the “WHITEBOOK”, ADD the following:

- 3.□ You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

4-1.6 Trade Names or Equals. To the “WHITEBOOK”, ADD the following:

- 12.□ You shall submit your list of proposed substitutions for an “equal” item **no less than 15 Working Days prior to the Proposal due date** and on the City’s Product Submittal Form available at:

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

□

SECTION 5 – UTILITIES

5-6 COOPERATION. To the “GREENBOOK”, ADD the following:

- 1.□ Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, item 20, ADD the following:

The Plant Establishment Period (PEP) is not included in the stipulated Contract Time. The City will be responsible for the plant maintenance during PEP.

To the “WHITEBOOK”, item 22, subsection b, DELETE in its entirety and SUBSTITUTE with the following:

- b)□ A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in the Contract Documents and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly.

6-2.1 Moratoriums. To the “WHITEBOOK”, ADD the following:

- 3.□ Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed in the Bridging Documents.

ADD:

6-3.2.1.1 Environmental Document.

- 1.□ The City of San Diego Development Services Department has prepared a **Mitigated Negative Declaration** for **TORREY PINES SOUTH GOLF COURSE: Project No. 540657, SCH No. 2017041044** as referenced in the Contract Appendix. You shall comply with all requirements of the **Mitigated Negative Declaration** as set forth in **Appendix A**.
- 2.□ Compliance with the City’s environmental document shall be included in the Contract Price.

6-9 LIQUIDATED DAMAGES. DELETE in its entirety and SUBSTITUTE with the following:

- 1.□ Your failure to complete the Project by October 1, 2019 will cause the City to sustain damages. The City has estimated that it will incur damages in the amount of **\$20,000** per day for your failure to deliver the project by

□

OCTOBER 1, 2019. As such, you shall pay the City **\$20,000** for each **consecutive Calendar Day** after **OCTOBER 1, 2019** time until you are substantially compete with the Project.

- 2.□ The Design Build Team **shall keep at least sixteen (16) complete holes of the golf course open throughout the construction period.** The two holes being renovated shall be close in proximity as to not disrupt the golfer's experience of the open 16 holes. The Contractor shall submit a sequenced phasing schedule to City Golf staff for comment and approval prior to construction.
 - a.□ If the Design Builder closes more than 2 holes it will cause the City to sustain damages. The Design Builder shall pay the City for these damages at the following rates:
 - i.□ If three (3) holes are closed, **\$3,000** per day Monday –Thursday and **\$4,000** per day for Friday – Sunday.
 - ii.□ If four (4) holes are closed, **\$6,000** per day Monday –Thursday and **\$8,000** per day for Friday – Sunday
 - iii.□ If five (5) to nine (9) holes are closed, **\$15,000** per day Monday –Thursday and **\$20,000** per day for Friday – Sunday

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

- 1.□ You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2.□ Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3.□ You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.

□

- 4.□ The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
- 5.□ Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

- 1.□ You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2.□ All costs of defense shall be outside the limits of the policy.

□

7-3.2.5 **Contractors Builders Risk Property Insurance..**

- 1.□ You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this Contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
- 2.□ Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
- 3.□ The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
- 4.□ Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.
- 5.□ Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

□

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the



City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

7-3.5.5.2 Builders Risk – Partial Utilization. If the City desires to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this Contract, the City will notify you and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

7-3.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

7-3.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

□

7-3.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

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

7-4 NOT USED. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

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

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

□

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

7-4.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

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

- 2.□ The City has obtain, at no cost to you, the following permits:
 - a)□ Site Development Permit. See **Appendix B**.
- 3.□ The City will obtain, at no cost to you, the following permits:
 - a)□ Coastal Development Permit.

ADD:

7-6 THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

- 1.□ Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-8.6 Water Pollution Control. To the "WHITEBOOK", ADD the following:

- 11.□ Based on a preliminary assessment by the City, this Contract is subject to **SWPPP Risk Level 2**.

7-20 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

- 2.□ Virtual Project Manager shall be used on this Contract.

7-21.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3.□ During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

□

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2 Partial and Final Payment. To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

- 5.□ This Contract **is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 10 – GREEN BUILDINGS AND STORM WATER MANAGEMENT

ADD:

10-3 STORM WATER MANAGEMENT DISCHARGE CONTROL.

- 1.□ You shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management and Discharge Control, Municipal Storm Water Permit (MS4), California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. You warrant and certify that any and all Plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. You understand that while the City will be reviewing your designs for storm water permit compliance prior to acceptance of Design-Builder's designs, you shall also understand and agree that the City's Storm Water review process and its acceptance of your designs in no way limits the your obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.
- 2.□ You shall complete and update the Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, you shall incorporate and include Source Control and Low Impact Development (LID)



design features or Site Design BMPs on the construction plans. Additionally, for Priority Development projects, you shall prepare a Storm Water Quality Management Plan (SWQMP) in accordance with the requirements of the Storm Water Standards Manual. You shall prepare a SWQMP Drainage Management Area Map showing all LID site design, source control and treatment control BMPs, hydromodification management plan facilities, and tabulated calculations. Include sufficient details and cross sections for construction. The Drainage Management Area Map shall be included as part of the construction Plans in addition to the Storm Water Infrastructure cover sheet. A template of the Storm Water Infrastructure cover sheet will be provided by the City.

3. You shall attend the Pre-construction meeting. If applicable, you shall inspect and confirm that the permanent BMP was installed in accordance with the details on the Plans and that the permanent BMP functions meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder Engineer of Work shall sign and stamp the Permanent BMP Self Certification on the Plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.
4. For projects requiring soil-disturbance Work such as geotechnical borings, street coring, and potholing as component of the design, you shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Stones, Boulders, and Broken Concrete. To the “GREENBOOK”, Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	



Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Over Excavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

SECTION 800 - MATERIALS

800-1.2.5 Mulch. To the "WHITEBOOK", item 3, subsection "I", ADD the following:

Type 9 Mulch shall be 2 or 4 inches maximum in size.

ADD:

800-4 BIORETENTION SOIL MEDIA (BSM).

800-4.1 General. Bioretention Soil Media (BSM) is a formulated soil mixture that is intended to filter storm water and support plant growth while minimizing the leaching of chemicals found in the BSM itself. BSM consists of 70% to 85% by volume washed sand and 15% to 30% by volume compost or alternative organic amendment. Alternative proportions may be justified under certain conditions. BSM shall be mixed thoroughly using a mechanical mixing system at the plant site prior to delivery. In order to reduce the potential for leaching of nutrients, the proportion of compost or alternative organic amendment shall be held to a minimum level that will support the proposed vegetation in the system.

800-4.1.1 Sand for Bioretention Soil Media. The sand shall conform to ASTM C33 "fine aggregate concrete sand" requirements. A sieve analysis shall be performed in accordance with ASTM C 136, ASTM D 422, or approved equivalent method to demonstrate compliance with the gradation limits shown in Table 800-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery. Fines passing the No. 200 sieve shall be non-plastic.



Table 800-4.1.1 (A) Sand Gradation Limits

Sieve Size (ASTM D422)	Percent Passing (by weight)	
	Minimum	Maximum
3/8 inch	100	100
#4	95	100
#8	80	100
#16	50	85
#30	25	60
#50	5	30
#100	0	10
#200	0	5

Note: Coefficient of Uniformity (Cu = D60/D10) equal to or greater than 4

800-4.1.2

Compost. Compost shall be certified by the U.S. Composting Council’s Seal of Testing Assurance Program or an approved equivalent program. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.
2. Carbon to nitrogen (C:N) ratio shall be between 15:1 and 40:1, preferably above 20:1 to reduce the potential for nitrogen leaching/washout.
3. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight.
4. pH shall be between 6.0 and 7.5.
5. Soluble Salt Concentration shall be less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council).
6. Maturity (seed emergence and seedling vigor) shall be greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
7. Stability (Carbon Dioxide evolution rate) shall be less than 2.5 mg CO₂-C per g compost organic matter (OM) per day or less than 5 mg CO₂-C per g compost carbon per day, whichever unit is reported. (Method TMECC 5.08-B, USDA and U.S. Composting Council). Alternatively a Solvita rating of 6 or higher is acceptable.
8. Moisture shall be 25%-55% wet weight basis.
9. Select Pathogens shall pass US EPA Class A standard, 40 CFR Section 503.32(a).

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- 10.□ Trace Metals shall pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
- 11.□ Shall be within gradation limits in Table 800-4.1.2 (ASTM D 422 sieve analysis or approved equivalent).

Table 800-4.1.2 Compost Gradation Limits

Sieve Size	Percent Passing (by weight)
16 mm (5/8")	99 to 100
6.3 mm (1/4")	40 to 95
2 mm	40 to 90

800-4.1.3 Alternative Mix Components and Proportions. Alternative mix components and proportions may be utilized, provided that the whole blended mix (800-4.2) conforms to agricultural, chemical, and hydraulic suitability criteria, as applicable. Alternative mix designs may include alternative proportions, alternative organic amendments and/or the use of natural soils. Alternative mixes are subject to approval by the Resident Engineer.

Additional mix components, such as granular activated carbon, zeolite, and biochar may be considered to improve performance for other parameters.

800-4.2 Whole BSM Testing Requirements and Criteria. You shall submit the following information to the Resident Engineer at least 30 Days prior to ordering materials:

- 1.□ Source/supplier of BSM,
- 2.□ Location of source/supplier,
- 3.□ A physical sample,
- 4.□ Available supplier testing information,
- 5.□ Whole BSM test results from a third party independent laboratory,
- 6.□ Description of proposed methods and schedule for mixing, delivery, and placement of BSM.

Test results shall be no older than 120 Days and shall accurately represent the materials and feed stocks that are currently available from the supplier.

Test results shall demonstrate conformance to agricultural suitability criteria (800-4.2.1), chemical suitability criteria (800-4.2.2), and hydraulic suitability criteria (800-4.2.3). No delivery, placement, or planting of BSM shall begin until test results confirm the suitability of the BSM. You shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency. The testing agency shall be registered by the State for agricultural soil evaluation which indicates compliance stating that the tested material proposed source complies with these specifications.

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800-4.2.1 BSM Agricultural Suitability. The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- 1.□ pH shall be between 6.0-7.5.
- 2.□ Salinity shall be less than 3.0 millimho/cm (as measured by electrical conductivity).
- 3.□ Sodium adsorption ration (SAR) shall be less than 3.0.
- 4.□ Chloride shall be less than 150 ppm.

The test results shall show the following information:

- 1.□ Date of testing
- 2.□ Project name
- 3.□ The Contractor's name
- 4.□ Source of materials and supplier's name
- 5.□ pH
- 6.□ E_c
- 7.□ Total and plant available elements (mg/kg particle concentration): phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium. Plant available concentration shall be assessed based on weak acid extraction(ammonium Bicarbonate/DTPA soil analysis or similar)
- 8.□ Soil adsorption ratio
- 9.□ Carbon/nitrogen ratio
- 10.□ Cation exchange capacity
- 11.□ Moisture content
- 12.□ Organic content
- 13.□ An assessment of agricultural suitability based on test results
- 14.□ Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended and tested in its blended state prior to testing and delivery

800-4.2.2 BSM Chemical Suitability. For systems with underdrains, the BSM shall exhibit limited potential for leaching of pollutants that are at levels of concern. Potential for pollutant leaching shall be assessed using either the Saturated Media Extract Method (aka, Saturation Extract) that is commonly performed by agricultural laboratories or the Synthetic Precipitation Leaching Procedure (SPLP) (EPA SW-846, Method 1312). The

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referenced tests express the criteria in terms of the pollutant concentration in water that is in contact with the media. In areas in which a pollutant or pollutants are associated with a water quality impairment or a TMDL, BSM in systems with underdrains shall conform to the following Saturation Extract or SPLP criteria for applicable pollutant(s):

- 1.□ Nitrate < 3 mg/L
- 2.□ Phosphorus < 1 mg/L*
- 3.□ Zinc < 0.1 mg/L
- 4.□ Copper < 0.025 mg/L
- 5.□ Lead < 0.025 mg/L
- 6.□ Arsenic < 0.02 mg/L
- 7.□ Cadmium < 0.01 mg/L
- 8.□ Mercury < 0.01 mg/L
- 9.□ Selenium < 0.01 mg/L

Criteria shall be met as stated where a pollutant is associated with a water quality impairment or Total Maximum Daily Load (TMDL) in any downstream receiving water. Criteria may be waived or modified, at the discretion of the Resident Engineer, where a pollutant does not have a nexus to a water quality impairment or TMDL of downstream receiving water(s). Criteria may also be modified at the discretion of the Resident Engineer if the you demonstrate that suitable BSM materials cannot be feasibly sourced within a 50 mile radius of the project site and a good faith effort has been undertaken to investigate available materials.

The chemical suitability criteria listed in this section do not apply to systems without underdrains, unless groundwater is impaired or susceptible to nutrient contamination.

800-4.2.3 BSM Hydraulic Suitability.

- 1.□ The saturated hydraulic conductivity or infiltration rate of the whole BSM shall be measured by one of the following methods:
 - a)□ Measurement of hydraulic conductivity (USDA Handbook 60, method 34b) (commonly available as part of standard agronomic soil evaluation).
 - b)□ ASTM D2434 Permeability of Granular Soils (at approximately 85% relative compaction Standard Proctor, ASTM D698).
- 2.□ BSM shall conform to hydraulic criteria associated with the BMP design configuration that best applies to the facility where the BSM will be installed.
 - a)□ **Systems with unrestricted underdrain system (i.e., media control).** For systems with underdrains that are not restricted, the BSM shall have a minimum measured hydraulic conductivity of 8 inches per hour to

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ensure adequate flow rate through the BMP and longevity of the system. The BSM should have a maximum measured hydraulic conductivity of no more than 20 inches per hour. BSM with higher measured hydraulic conductivity may be accepted at the discretion of the Resident Engineer. In all cases, an upturned elbow system on the underdrain, measuring 9 to 12 inches above the invert of the underdrain, should be used to control velocities in the underdrain pipe and reduce potential for solid migration through the system.

- b) □ **Systems with restricted underdrain system (i.e., outlet control).** For systems in which the flowrate of water through the media is controlled via an outlet control device (e.g., orifice or valve) affixed to the outlet of the underdrain system, the hydraulic conductivity of the media should be at least 15 inches per hour and not more than 40 inches per hour. The outlet control device should control the flowrate to between 5 and 12 inches per hour.
- c) □ **Systems without underdrains.** For systems without underdrains, the BSM shall have a hydraulic conductivity at least 4 times higher than the underlying soil infiltration rate, but shall not exceed 12 inches per hour.

800-4.3

Delivery, Storage and Handling. You shall not deliver or place soils in frozen, wet, or muddy conditions. You shall protect soils and mixes from absorbing excess water and from erosion at all times. You shall not store materials unprotected during large rainfall events (>0.25 inches). If water is introduced into the material while it is stockpiled, you shall allow the material to drain to the acceptance of the Resident Engineer before placement.

BSM shall be thoroughly mixed prior to delivery using mechanical mixing methods such as a drum mixer. BSM shall be lightly compacted and placed in loose lifts approximately 12 inches (300 mm) to ensure reasonable settlement without excessive compaction. Compaction within the BSM area shall not exceed 75 to 85% standard proctor within the designed depth of the BSM. Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities. Low ground pressure equipment may be authorized for large facilities at the discretion of the Resident Engineer.

Placement methods and BSM quantities shall account for approximately 10% loss of volume due to settling. Planting methods and timing shall account for settling of media without exposing plant root systems.

The Engineer may request up to three double ring infiltrometer tests (ASTM D3385) or approved alternative tests to confirm that the placed material meets applicable hydraulic suitability criteria (800-4.2.3). In the event that the infiltration rate of placed material does not meet applicable criteria, the Resident Engineer may require replacement and/or decompaction of materials.

800-4.4

Quality Control and Acceptance. Close adherence to the material quality controls herein are necessary in order to support healthy vegetation, minimize pollutant leaching, and assure sufficient permeability to infiltrate/filter runoff during the life of



the facility. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results certified to be representative. Test results shall be conducted no more than 120 Days prior to delivery of the blended BSM to the project site. For projects installing more than 100 cubic yards of BSM, batch-specific tests of the blended mix shall be provided to the Resident Engineer for every 100 cubic yards of BSM along with a site plan showing the placement locations of each BSM batch within the facility.

800-4.5 Integration with Other Specifications. This specification includes, is related to, and may depend or have dependency on other specifications, including but not limited to:

1. Plantings and Hydroseed
2. Mulch
3. Aggregate (choking stone, drainage stone, energy dissipation)
4. Geotextiles
5. Underdrains
6. Outlet control structures
7. Excavation

Execution of this specification requires review and understanding of related specifications. Where conflicts with other specifications exist or appear to exist, you shall consult with the Resident Engineer to determine which specifications prevail.

800-4.6 Aggregate Materials for BSM Drainage Layers.

800-4.6.1 Drainage of BSM. Drainage of BSM requires the use of specific aggregate materials for filter course (aka choking layer) materials and for an underlying drainage and storage layer.

800-4.6.1.1 Rock and Sand Products for Use in BSM Drainage. Size classifications detailed in Tables 800-4.6.1 (A) and 800-4.6.1 (B) shall apply with respect to BSM drainage materials. All sand and stone products used in BSM drainage layers shall be clean and thoroughly washed.

Table 800-4.6.1 (A) Crushed Rock and Stone Gradation Limits

Sieve Size	Percent Passing Sieves	
	AASHTO No. 57 ⁽¹⁾	ASTM No. 8 ⁽¹⁾
3 in	-	-
2.5 in	-	-
2 in	-	-
1.5 in	100	-



Sieve Size	Percent Passing Sieves	
	AASHTO No. 57 ⁽¹⁾	ASTM No. 8 ⁽¹⁾
1 in	95 – 100	-
0.75 in	-	-
0.5 in	25 – 60	100
0.375 in	-	85 – 100
No. 4	10 max.	10 – 30
No. 8	5 max.	0 – 10
No. 16		0 – 5
No. 50		-

Table 800-4.6.1 (B) Sand Gradation Limits

Sieve Size	Percent Passing Sieves
	Choker Sand - ASTM C33
0.375 in	100
No. 4	95 – 100
No. 8	80 – 100
No. 16	50 – 85
No. 30	25 – 60
No. 50	5 – 30
No. 100	0 – 10
No. 200	0 – 3

800-4.6.1.2 Graded Aggregate Choker Stone. Graded aggregate choker material is installed as a filter course to separate BSM from the drainage rock reservoir layer. This ensures that no migration of sand or other fines occurs. The filter course consists of two layers of choking material increasing in particle size. The top layer of the filter course shall be constructed of thoroughly washed ASTM C33 fine aggregate sand material conforming to gradation limits contained in Table 212-4.6.1(B). The bottom layer of the filter course shall be constructed of thoroughly washed ASTM No. 8 aggregate material conforming to gradation limits contained in Table 212-4.6.1(A).



EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the “WHITEBOOK”, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)



TECHNICALS



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TECHNICALS

SECTION ZERO: GENERAL CONDITIONS

PART 1 – GENERAL

1.1 BRIDGING DOCUMENTS TEAM

- A.□ Project Name:
Torrey Pines South Golf Course Improvements
- B.□ Project Location:
Torrey Pines Golf Course
11480 N. Torrey Pines Road
La Jolla, CA 92037
- C.□ Project Owner:
The City of San Diego, CA

1.2 ARCHITECTURAL GRADING & SHAPING REFINEMENTS

- A.□ General
 - 1.□ The Design Build Team acknowledges that as part of the typical golf course construction process, the City, in order to achieve the desired results, may direct the Design Build Team to complete designated grading and shaping revisions, above or below plan elevations, throughout the construction process.
 - 2.□ When so directed by the City, the Design Build Team shall undertake the designated grading and shaping revisions, to the complete satisfaction of the City, at no additional cost to the Owner.

PART TWO - DESIGN BUILD TEAM

2.1 QUALITY REQUIREMENTS

- A.□ Quality Control & Assurances
 - 1. The Design Build Team is responsible for coordinating and undertaking all general and specific quality-control and quality-assurance operations required to successfully complete the work.
Said operations shall include, but not be limited to the following:
 - a.□ Testing and inspection services
 - b.□ Activities, actions and procedures, performed before and during the work, to guard against defects and deficiencies
 - c.□ Mock-ups: full size physical examples to illustrate finishes and materials

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- d.□ Copies of all applicable permits, licenses, certificates, inspection reports, notices, receipts for fee payments, correspondence, records and similar documents establishing proper compliance with standards and regulations associated with the work

B.□ Protection & Repair

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

2.2 DESIGN BUILD TEAM'S PERSONNEL

A.□ General

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

B.□ Key Personnel

1.□ General

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

2.□ Construction Superintendent

- a.□ The Design Build Team shall employ a minimum of one (1), fully-experienced and qualified Construction Superintendent.
- b.□ This person(s) shall be responsible for overseeing and coordinating the accurate, aesthetic, timely and functional construction of all aspects of the golf course.
- c.□ The Construction Superintendent shall have previously functioned in a similar role, on a minimum of five (5), comparable, eighteen (18) hole golf courses.

3.□ Assistant Construction Superintendent(s)

- a.□ The Design Build Team shall employ a minimum of one (1), fully-experienced and qualified Assistant Construction Superintendent.
- b.□ This person(s) shall be responsible for assisting the Construction Superintendent with all relevant tasks.
- c. The Assistant Construction Superintendent shall have previously functioned in a similar role, on a minimum of two (2), comparable, eighteen (18) hole golf courses.

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- 4.□ Irrigation Installation Superintendent
 - a.□ The Design Build Team shall employ a minimum of one (1), fully-experienced and qualified Irrigation Installation Superintendent.
 - b.□ This person(s) shall be responsible for supervision and coordination of all aspects of the timely and proper installation of the irrigation system.
 - c.□ The Irrigation Superintendent shall have previously functioned in a similar role, on a minimum of five (5), comparable, eighteen (18) hole golf courses.
- 5.□ Lead Shaper(s)
 - a. Unless otherwise dictated, the Design Build Team shall employ a minimum of one (1), fully-experienced and qualified, Lead Shaper.
 - b. The Lead Shaper shall have previously functioned in a similar role, on a minimum of five (5), comparable, eighteen (18) hole golf courses.
 - c. Within reason, the Designer reserves the right to disapprove of the Lead Shaper selected for this project, or request a replacement for the Lead Shaper during construction, if this person's overall performance is deemed to be inferior.
 - d. If one Lead Shaper appears inadequate to meet the designated construction schedule, the Design Build Team shall provide additional Lead Shapers, in a timely manner and at no additional cost to the Owner.

2.3 PROJECT MANAGEMENT

A.□ General

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

B.□ Construction Progress Meetings

1.□ Frequency

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

2.□ Notification

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

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3.□ Attendees

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

4.□ Agenda

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

5.□ Meeting Minutes

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

6.□ Construction Schedule Updates

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

C.□ Reports

1.□ General

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

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2.□ Daily Construction Reports

- a. Prepare a daily construction report recording the following information concerning events at the Project Site:

4.1.1.1□ List of subcontractors on site.

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

3. Special Reports

a. General

1. Submit special reports directly to Owner within one day of an occurrence.
2. Distribute copies of report to parties affected by the occurrence.

b. Unusual Events

1. When an event of an unusual and significant nature occurs at the Project site, whether or not related directly to the Work, prepare and submit a special report.
2. List chain of events, persons participating, and response by the Design Build Team's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

D. Permit Inspection Meetings

- 1.□ Attendance during all inspections and compliance with all regulations.

E. Environmental Management Plan

- 1.□ Coordination of all scheduling, meeting and reporting requirements.



F. Field Measurements and Reports

1. Throughout construction, the Design Build Team shall submit a weekly project status report to the City.
2. Content and format of this report shall be discussed prior to the start of construction. Included in this report shall be:
 - a) Project task percentage complete to date.
 - b) Two-Week Task Look Ahead.
 - c) Daily activities and weather conditions.
 - d) Major project concerns and issues.
 - e) Equipment/Manpower Report.
 - f) Personnel Safety Meeting Reports.
 - g) Current Pay Application/Change Order Summary
3. Preparation of forms and paperwork required by the City for sign-off of work completed: Load Count sheets, feature sizes, grassing quantity, etc.
4. Bi-Weekly field measurements of hole-by-hole yardages, feature sizes, and all other budget-related line items to help ensure compliance with design, budget and completion goals.
5. Bi-weekly field measurements of areas grassed, sod installed, areas yet to be grassed, etc. to help monitor costs and to project completion totals.
6. Maintenance of up-to-date lists reflecting the time and costs involved in actual work completed on each line item in the Budget. The format for such lists will be subject to the approval of the Designer and the City. The lists will be incorporated in the Monthly Budget Report for each monthly Budget meeting.
7. Monthly estimates of the time and costs required for the completion of each line item in the Budget. These lists will also be incorporated in the Monthly Budget Report for each monthly Budget meeting. They will be utilized by the Owner to initiate possible additions or deletions. All totals must be accurate at the time of submittal.
8. The Design Build Team will be responsible for the accuracy of all numbers submitted in the Monthly Budget Report. Owner reserves the right to verify the Design Build Team's measurements.

G. Material / Vendor Submissions

1. General
 - a. The Design Build Team is required to submit two (2) copies of submission packets relating to the following items, to the City and Designer, for review and approval:
 1. Drainage materials
 2. Imported sand and topmix materials

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3. Washed pea gravel
 4. Any Imported fill material
 5. Bunker sand
 6. Capillary Concrete bunker liner
 7. Imported sod supplier(s)
2. Owner Approval
- a.□ The Design Build Team must obtain Owner's written approval on all above items, prior to procurement or delivery of same to the project site.

2.4 AS-BUILT DRAWINGS

A.□ General

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

B.□ Format

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

C.□ Content

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

D.□ Progress Prints & Payments

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

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E.□ Final Plan

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

PART THREE - CONTRACT DOCUMENTS, BID REQUIREMENTS & PROCEDURES

3.1 CONSTRUCTION SCHEDULE

A.□ General

- 1.□ See Section 6-1 Construction Schedule and Commencement of Work of the Greenbook and Whitebook for further requirements.
- 2.□ As part of its Bid, the Design Build Team shall submit a proposed "Construction Schedule", outlining the completion of all work described in the Contract Documents.
- 3.□ The Construction Schedule shall be structured and executed to accommodate the following, "Milestone" Grassing dates:
 - a.□ Installation of approved sod, generated on site or imported, may begin in a given area, as soon as possible, after the specified work has been completed and approved.
 - b.□ Installation of all sod must be complete by September 15, 2019.
 - c.□ Planting of vegetative springs may begin in a given area, as soon as possible after the specified work has been completed and approved.
 - d.□ Planting of vegetative sprigs must be complete by August 15, 2019.
 - e.□ All sod removed shall be reinstalled within five (5) days of stripping. All removed sod shall be stockpiled in rolls and protected under shaded areas prior to reinstallation.
- 4.□ Design Build Team shall complete all specified work, allowing for weather and any unforeseen delays, either on or before the designated completion date.
- 5.□ Copies of the approved schedule, as well as all subsequent updates and revisions, shall be distributed to the Designer, City, separate contractors, testing and inspecting agencies, and other parties identified by the Design Build Team and the City.

B.□ Updates & Revisions

- 1.□ As the Work progresses, The Design Build Team shall indicate the "actual completion" percentage for each activity.
- 2.□ The Design Build Team shall revise the schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
- 3.□ At bi-weekly intervals, the Design Build Team shall update the schedule to reflect actual construction progress and activities. The updated schedule shall be issued to all participants, at least two (2) days before each regularly scheduled progress meeting.

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- 4.□ Include a report with each updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
- C.□ Staffing & Equipment
- 1.□ Throughout construction, the Design Build Team shall always maintain sufficient levels of personnel and equipment required to meet the timeframes defined in the Construction Schedule.
- D.□ Overtime
- 1.□ The Design Build Team acknowledges that time is of the essence. The allotted time specified within the Construction Schedule represents no overtime requirement.
 - 2.□ The scheduling of overtime for this project is solely the responsibility of the Design Build Team. The Owner is not responsible for any costs related to overtime work performed.

PART FOUR - PRE-CONSTRUCTION ISSUES

4.1 PRE-CONSTRUCTION MEETING

- A.□ General
- 1.□ Prior to any work, all parties shall meet at the project site, to discuss the Contract Documents, possible discrepancies, site conditions, personnel, scheduling and requirements for starting work.
- B.□ Attendees
- 1.□ Shall include, but not be limited to, authorized representatives of the Owner, Designer, all project consultants, Design Build Team and its Superintendent, major subcontractors and other concerned parties.
 - 2.□ All attendees shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C.□ Agenda
- 1.□ Discuss items of significance that could affect progress, including the following:
 - a. Preliminary construction schedule, including phasing and sequencing
 - b. Confirmation of "Key" personnel
 - c. Procedures for processing field decisions and Change Orders
 - d. Procedures for processing Applications for Payment
 - e. Distribution of the Contract Documents
 - f. Submittal procedures
 - g. Preparation of Record Documents
 - h. Use of the premises

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- i. Responsibility for temporary facilities, including: office, work, staging and parking areas
- j. Equipment deliveries and priorities
- k. Safety & first aid
- l. Security
- m. Work hours

4.2 SITE CONDITIONS

A.□ General

- 1.□ Prior to any work, the Design Build Team shall visit the site to verify all field conditions and the accuracy of the Contract Documents, relative to the design intent, successful completion of the work and the total project cost.
- 2.□ Any and all discrepancies shall be reported to the City, prior to the start of construction.

B.□ Owner's Responsibilities

- 1. Owner will identify existing benchmarks and provide topographic data (AutoCAD files).

C.□ Utilities, Infrastructure, Easements, Etc.

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

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4.3 STAGING AREA

A.□ Location

- 1.□ Prior to Design Build Team's mobilization, the Owner shall designate a suitable Staging Area(s), for Design Build Team's use throughout the duration of the project.

B.□ Activity

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

C.□ Utilities

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

D.□ Establishment and Maintenance

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

E.□ Security

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

F.□ Cost

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

4.4 TEMPORARY DEBRIS STOCKPILE AREA

A.□ Location

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

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4.5 TEMPORARY FACILITIES

A. General

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

B. Offices

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

4.6 STAKING OF GOLF COURSE BOUNDARY

A. General

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

PART FIVE - CONSTRUCTION ISSUES

5.1 DESIGNER'S PERIODIC CONSTRUCTION INSPECTION VISITS

A. General

1. The Designer shall conduct periodic construction inspection visits, throughout construction, to view progress and direct any required modifications, which the Design Build Team must subsequently undertake, at no additional cost to the Owner.

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- B. Design Build Team Notes
 - 1. During such visits, the Design Build Team is required to take detailed notes to accurately and completely document all comments and recommendations.
 - 2. Within two (2) days of each visit, the Design Build Team is required to submit to the City and Designer, a written summary of the above noted comments and recommendations. Recipients shall promptly review and return any comments or discrepancies to the Design Build Team.

5.2 EROSION & DUST CONTROL

- A. General
 - 1. Design Build Team shall become familiar with and fully adhere to all federal, state, county and city laws, rules and regulations, ordinances, or guidelines set forth by the City, regarding all erosion control issues, including dust mitigation. The Design Build Team shall conform to the project Storm Water Quality Management Plan.
- B.□ Installation & Maintenance
 - 1. Design Build Team is responsible for the installation and continuous inspection and maintenance of all required erosion and/or sediment control devices, throughout construction, including during those periods when inclement weather forces a work stoppage.
- C.□ Protection of Materials
 - 1.□ Design Build Team shall take all precautions to prevent contamination of all golf course materials, throughout construction.
- D.□ Removal
 - 1. Upon project completion, or as otherwise dictated by the City the Design Build Team shall be responsible for the careful removal, disposal and clean-up of all erosion control materials. The Design Build Team shall also be responsible for the cost to repair any damage inflicted by Design Build Team's equipment and personnel, while removing said erosion control materials.
- E.□ Dust Control
 - 1.□ Design Build Team shall provide all required dust control services, throughout construction.

5.3 PRESERVATION OF GOLF COURSE STAKING

- A.□ General
 - 1.□ The Design Build Team shall be responsible for the preservation of all Golf Course staking, for his and Designer's reference, until the Golf Course is completed.

5.4 PRESERVATION OF ENVIRONMENTALLY SENSITIVE AREAS

- A.□ General
 - 1.□ All permitted work within and around Environmentally Sensitive areas or otherwise sensitive / protected areas (environmental, cultural, archaeological,

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etc.), including all associated buffers, shall be completed in strict accordance with all applicable laws and ordinances, as well as the mitigation and monitoring requirements identified in the project Mitigated Negative Declaration (Project No. 540657).

B.□ Staking

- 1.□ Prior to any work, the Owner shall stake the limits of any and all such designated jurisdictional, or otherwise sensitive / protected areas.

C.□ Preservation for Designer's Site Visits

- 1.□ Design Build Team shall preserve all stakes throughout the duration of construction and insure all stakes are in place prior to each of Designer's site visits. Design Build Team shall incur all costs associated with reestablishing said stakes.

5.5 PRESERVATION OF VEGETATION

A. General

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

B. Permitted Activities

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

C. Prohibited Activities

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

D. Pruning

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

5.6 DAMAGED VEGETATION

A.□ Arborist Inspection

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

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

B.□ Owner's Rights

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

5.7 REPLACEMENT OF DAMAGED VEGETATION

A. General

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

B. Maintenance

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

5.8 PIPE DRAINAGE PROTECTION

A.□ General

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

B.□ Flushing

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

5.9 CONSTRUCTION ROADS

A.□ Location & Owner Approval

1. The location of all construction roads shall be pre-approved by the City.

B. Removal & Repair

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

5.10 LABORATORY TESTING OF CONSTRUCTION MATERIALS

A.□ General

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

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5.11 MATERIAL DELIVERY & STOCKPILING

A.□ General

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

5.12 MATERIALS

A.□ General

1. Unless otherwise determined by Owner, the Design Build Team shall be solely responsible for providing all required construction materials.
2. The Owner reserves the right to verify the price of all furnished materials and may also direct-purchase any, or all, of the materials. In such case, Owner may deduct the cost of said materials from the Contract price.
3. All materials and equipment to be installed shall be new and shall be applied, installed, connected, etc., in strict accordance with the manufacturer's written instructions.
4. All materials shall be installed at the time and under the conditions that will ensure the best possible results.

B.□ Suppliers

1. The Design Build Team shall verify that all material suppliers are insured and bonded to maintain that all material delivered to the site conforms to specifications and/or the testing lab's recommendations.
2. All suppliers must be reliable dealers/manufacturers of such material, so as to assure future availability of quality and consistent materials.

C. Fresh-Water Washed Gravel

1. All gravel used for backfilling of perforated drain pipe trenches, throughout the Golf Course, shall be a laboratory approved, three-eighths inch (3/8") diameter, fresh-water washed gravel.

D. Root Zone Material for All Tee Construction

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

E. Root Zone Material for Fairway Construction Areas on Holes Four, Ten, Twelve & Seventeen, Greenside Chipping Areas on Holes Seven & Fifteen.

1. The topmix material used in the development of the above areas shall be "Caltega Series Sand", as supplied by P.W. Gillibrand Co., Inc. (Phone: 805.526.2195 or 949.728.0170).

□

F. Drain Pipe & Fittings

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

G. Drain Pipe Backfill Material

- 1.□ All solid pipe trenches, throughout the Golf Course, shall be constructed per details.
- 2.□ All perforated pipe trenches, throughout the Golf Course, shall constructed per details.

H. Red, 14-Gauge, Direct Burial Wire

1. A red, 14-gauge, direct-burial wire shall be installed in the following areas:
 - a. Directly above the entire length of all solid "Outfall" drain pipe(s) exiting each green or sand bunker and continuing to the point of final discharge.
 - b. The Design Build Team shall use waterproof splices for all wire connections, throughout the Golf Course.

5.13 TRENCH EXCAVATION (all solid and perforated pipes)

A.□ Trench Dimensions

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

B.□ Trench Spoils

1.□ Perforated Pipe Trenches

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

2.□ Solid Pipe Trenches

- a.□ If deemed suitable by the City for use as backfill material, spoils excavated from solid pipe trenches, shall be stockpiled along the edge of the excavated trench, for subsequent use as backfill material.

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- b.□ If solid pipe trench spoils do not constitute suitable backfill material, trench spoils must be legally disposed of off-site.

C.□ Trench Floor

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

D.□ Flush-Outs

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

5.14 NEW SOLID "OUTFALL" DRAIN PIPES (Greens & Sand Bunkers)

A. General

- 1.□ The existing solid "Outfall" drain pipe from each green and sand bunker shall be capped and abandoned, in-place.
- 2.□ A new, four-inch (4") solid, ADS N12 "Outfall" drain pipe shall be installed to serve as the conduit transferring drainage from the internal, perforated drain pipe system of each green and sand bunker to the point of final discharge.
- 3.□ All new green and bunker outfall pipes must remain independent of, and isolated from, each other.
- 4.□ If approved by the City, the Design Build Team may connect multiple sand bunkers to a single "Outfall" pipe. In such cases, the City may require that the "Outfall" pipe be upsized to six-inches (6").
- 5.□ Upon Designer's approval of the subgrade shaping of each sand bunker, immediate installation of the "Outfall" drain pipe(s) is critical to insure surface runoff generated by a rain event is not "trapped", at the low point(s), inside the edge of these features, thereby creating saturated and unworkable soil conditions.

B. Trench Layout

- 1. The solid "Outfall" drain pipe(s) shall be connected to the low end of the "Main" perforated drain pipe(s), of each green and sand bunker.

At each green, the above connection will be made just outside the existing USGA green cavity, so as not to disturb the existing putting surface.

At each sand bunker, the above connection shall be made just inside the edge of excavated sand bunker cavity.

- 2. Each "Outfall" drain pipe shall continue to a drainage sump per the Bridging Documents, unless otherwise directed by the Owner.

C. Trench Excavation

- 1. New "Outfall" drain pipe trenches shall be cut into the subgrade soil, between the low edge of each green or sand bunker cavity and the point of final discharge.
- 2. As described herein, Part Five, 5.14, A-1, B-2, C & D.

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- D. Installation of Solid, "Outfall" Drain Pipe
1. Placement
 - a.□ Upon completion of all trench excavation and floor preparation, the Design Build Team shall place the specified solid "Outfall" drain pipe in the designated trench.
 - b.□ As described herein, Part Five, 5.16, A & C.
 2. Locator Wire
 - a.□ A red, 14-gauge, direct-burial wire shall then be placed above the entire length of the solid "Outfall" drain pipe(s) exiting each green or sand bunker and continuing to the point of final discharge.
 3. Temporary Riser Pipe (sand bunkers)
 - a.□ Until the "Main" perforated drain pipe is installed and connected to each solid "Outfall" drain pipe, just inside the edge of each sand bunker, the "Outfall" pipe shall be fitted with a tee coupling and perforated riser pipe. Extend the riser pipe upward a minimum of twelve inches (12").
 - b.□ Surround the base and lower portion of the riser pipe with the approved gravel to prevent silt from entering the pipe.
- E. "Outfall" Drain Pipe "Observation Port"
- 1.□ At a point along the "Outfall" drain pipe to be designated by the City, an "Observation Port" shall be created to facilitate future inspection of water flowing through the pipe.
 - 2.□ At the designated location, the Design Build Team shall install a four-inch (4") tee coupling & solid vertical riser pipe. The riser pipe shall be extended to surface grade and capped with a standard, six-inch (6") Nyoplast drop in grate.
- F. Trench Backfilling
- 1.□ As described herein, Part Five, 5.18, A.

5.15 PERFORATED & SOLID PIPE INSTALLATION (entire Golf Course)

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

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- B. Perforated Pipe Installation (entire Golf Course)
 - 1. Washed Gravel Trench Bedding
 - a.□ Upon the completion of all trench excavation and smoothing, the Design Build Team shall place a two-inch (2") compacted layer of the specified gravel, across the floor of each trench, while taking care to maintain a minimum, two percent (2%) subgrade slope.
 - 2. Pipe Placement
 - a.□ Upon placement of the pea gravel bedding, the Design Build Team shall place a perforated drain pipe in each excavated trench.
 - 3. Trench Backfilling
 - a. As described herein, Part Five, 5.18, B.
- C. Solid Pipe Installation (entire Golf Course)
 - 1. Pipe Placement
 - a.□ Upon completion of all trench excavation and floor preparation, the Design Build Team shall place a solid drain pipe in each designated trench.
 - 2. Trench Backfilling:
 - a. As described herein, Part Five, 5.18, A.

5.16 DRAINAGE "FLUSH-OUTS" (Sand Bunkers)

- A. General
 - 1. The "Main" drain pipe(s) of each sand bunker shall be equipped with a "flush-out" to facilitate proper clean-out and long-term maintenance.
- B. Location
 - 1. After the perforated "Main" drain pipe(s) is placed, specified four-inch (4") solid pipe shall be connected to the upper end of each "Main" pipe(s), at the inside edge of the feature "cavity", and be extended to a location designated by the City or Designer.
- C. Riser Pipe
 - 1. From this location, the upper end of each solid pipe extension shall be fitted with a "tee" or "elbow" coupling. A vertical, solid "riser" pipe shall be attached, extended to just below surface grade, capped and housed in a six-inch (6") valve box.

5.17 BACKFILLING OF SOLID AND PERFORATED PIPE TRENCHES (Greens, Sand Bunkers, Fairways & Roughs)

- A. Backfilling Solid Drain Pipe Trenches
 - 1.□ Material
 - a.□ Unless determined to be unsuitable, all solid pipes shall be backfilled with native soil, free of any rock or other debris over one-half inch (½") in size.

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2.□ Firming & Compaction

- a.□ Backfilled trenches shall be adequately compacted by using a “Whacker-Packer”®, or other vibratory plate tamping device to minimize future settlement.
- b. As necessary, the Design Build Team shall incorporate supplemental moisture to facilitate adequate firming and compaction of the trench backfill.

B. Backfilling Perforated Drain Pipe Trenches

1.□ Material:

- a.□ After all perforated pipes have been installed, the trenches shall be completely backfilled with the approved gravel and top 12” of topmix.

5.18 SITE CLEAN-UP

A.□ General

- 1.□ See Section 7-8 Work Site Maintenance of the Greenbook and Whitebook for further requirements.
- 2.□ The Design Build Team shall clean all work and Staging Areas each day.
- 3.□ The Design Build Team shall coordinate required site cleaning for joint-use areas, where multiple contractors are working.

B.□ Proper Disposal

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

END OF SECTION ZERO – GENERAL CONDITIONS

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SECTION ONE: SITE PREPARATION

PART 1 – GENERAL

1.1 SCOPE

- A.□ As referenced herein, the term “Golf Course” shall be defined to include the eighteen-hole golf course and any other designated areas within the overall Project footprint.
- B.□ The Design Build Team shall adhere to the “General Conditions” included in the Bid Package.
- C.□ Under this Section, the Design Build Team shall perform all of the following work:
 - 1.□ Mechanical removal and off-site disposal of all designated, existing turf that the Owner does not wish to reuse in other areas of the course.
 - 2.□ Removal and off-site disposal of any designated trees, stumps, brush or other vegetative debris.
 - 3.□ Complete root raking, removal and off-site disposal of existing roots and debris from existing non-turf areas to be developed as turf.
 - 4.□ Complete demolition and clean-out of all existing sand bunkers
 - 5.□ All removal, disposal and clean-up operations required to complete the designated work throughout the Golf Course.
- D.□ The Owner is responsible for the supply and application of any required herbicides, throughout the Golf Course, prior to the Design Build Team’s work in designated areas.
- E.□ Debris Disposal:
 - 1.□ No debris will be disposed of on-site.
 - 2.□ Immediately as debris is generated, the Design Build Team shall transport all debris, both vegetative and non-vegetative, to its designated Staging Area(s), for subsequent off-site disposal.
 - 3.□ All non-vegetative debris must be hauled to a dumpster(s) supplied by the Design Build Team and located within the Design Build Team’s designated Staging Area(s).
 - 4.□ The Design Build Team must maintain all Staging Areas in an orderly condition that minimizes any negative impact on the golfer’s experience and that is suitable to the City.

1.2 INTENT

- A.□ Work includes all operations necessary to prepare all areas of the Golf Course for subsequent construction work and for ease of proper turf development.

1.3 WORK AREA

- A. The work area shall include all areas of the Golf Course.

1.4 PRIOR WORK

- A. Property Boundary & Golf Course Staking
 - 1. As per the General Conditions, Part Four, 4.8 and Part Five, 5.3.

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

PART 2 – EXISTING VEGETATION

2.1 PRESERVATION AND PROTECTION

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

2.2 PRUNING

- A.□ As per the General Conditions, Part Five, 5.6, E.

2.3 DAMAGE TO EXISTING VEGETATION

- A.□ As per the General Conditions, Part Five, 5.7 & 5.8.

2.4 REMOVAL OF EXISTING VEGETATION

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

PART 3 – PREPARATION OF EXISTING TURF AREAS

3.1 REMOVAL AND DISPOSAL OF DESIGNATED TURF NOT TO BE REUSED

- A.□ General
 - 1.□ In some areas to be disturbed, primarily designated, existing tee surfaces, the Owner may elect to forgo saving and reusing the existing turf. These areas will be determined in the field.
 - 2.□ In these areas, depending on slopes and other existing conditions, the Design Build Team, using a sod cutter, or other equipment and methodology approved by the Designer or City, shall mechanically remove the existing turf.
 - 3.□ All removed turf that is not to be reused, shall be disposed of off-site.
- B.□ Herbicide Application
 - 1.□ If deemed necessary, the Owner shall be responsible for the supply and application(s) of any required herbicides, prior to, or after, the Design Build Team's work in these areas.

3.2 REMOVAL & MAINTENANCE OF DESIGNATED TURF TO BE REUSED

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

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- 4.□ It is intended the Design Build Team will manage, as best as possible, the timing of sod removal from a given area and the reinstallation of that same sod in another area, in order to minimize the amount of time harvested sod lays uninstalled. In no instance shall stripped sod lay uninstalled for more than twenty-four (24) hours. All sod removed shall be reinstalled within five (5) days of stripping. All removed sod shall be stockpiled in rolls and protected under shaded areas prior to reinstallation. □ Small rolls of sod generated on-site shall be installed or planted within twenty-four (24) hours of being stripped. Large roll sod shall be installed within five (5) days if stored in shade and weather permitting.
- 5.□ Between removal and reinstallation, the Design Build Team is responsible for all watering, shade protection and any other operations necessary to assure the turf remains healthy and viable for reinstallation.

PART 4 – ROOT REMOVAL

4.1 GENERAL

- A.□ In designated areas, including but not limited to those shown on the plans of holes 1, 2, 6, 9, 10, 11, 13 & 17, the Design Build Team, using a Rotodairon, root-rakes or other suitable equipment approved by the City, shall completely pulverize and/or bring to the surface and remove all existing roots.
- B.□ Depth of root removal shall be approximately eight to twelve inches (8”-12”).
- C.□ As required by the City, the Design Build Team may be required to make multiple passes across a given area, at no additional cost to the Owner, in order to thoroughly pulverize the existing roots and properly prepare the area for subsequent construction operations and grassing.
- D.□ While completing all root removal operations, the Design Build Team shall take care so as not to damage any irrigation system components, or the roots of existing trees designated to remain.
- E.□ As necessary, roots and vegetative debris that cannot be properly pulverized by the above process, must be collected, removed and properly disposed of off-site.
- F.□ Following the completion of all root removal operations, the Design Build Team shall float, smooth and regrade all areas to assure complete surface drainage.

PART 5 – EXISTING SAND BUNKER DEMOLITION

5.1 GENERAL

- A.□ The Design Build Team shall remove all sand, any liner and all perforated drain pipe from the cavity of each existing sand bunker, throughout the Golf Course.
- B.□ The Design Build Team shall stockpile all remaining excavated bunker sand in Owner approved, on site areas.
- C.□ Any existing liner, as well as all existing perforated drain pipe shall be legally disposed of off-site.
- D.□ After locating the connection point of each bunker’s perforated main drain pipe and the solid outfall pipe, the Design Build Team shall cap and bury the upper end of the solid outfall pipe

and abandon the solid pipe in place.

PART 6 – CLEAN-UP

6.1 INTENT

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

6.2 DEBRIS DISPOSAL

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

END OF SECTION ONE – SITE PREPERATION

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SECTION TWO: GOLF COURSE SHAPING

PART ONE - GENERAL

1.1 SCOPE

- A.□ As referenced herein, the term “Golf Course” shall be defined to include the eighteen-hole golf course and any other designated areas within the overall Project footprint.
- B.□ The Design Build Team shall adhere to the “General Conditions” included in the Bid Package.
- C.□ Where referenced herein, the terms “shape”, “shaped” and “shaping”, shall be defined to include all aspects included throughout the entire shaping process.
- D.□ The Design Build Team shall shape all designated areas of the Golf Course.
- E.□ The City may direct the Design Build Team to provide “Architectural Grading & Shaping Refinements”, at no additional cost to the Owner, as noted in the General Conditions, Part One, 1.4.
- F.□ It is anticipated that all required general fill material will be generated on site. Design Build Team’s “shaping” pricing shall include all costs related to the generation, transportation, placement, grading and shaping of required fill material.

1.2 INTENT

- A.□ The intent is for the Design Build Team to shape all areas of the Golf Course identified in the Bridging Documents.

1.3 WORK AREA

- A.□ The work area includes the entire Golf Course.

1.4 PRIOR WORK

- A.□ Prior Reference
 - 1.□ Includes all items in the General Conditions and Section One of these specifications.
- B.□ Earthwork, Placement of Fill & Rough Grading
 - 1. All earthwork, placement of fill and rough grading shall be completed in a given area, prior to work under this Section in the same area.
- C.□ Pipe Drainage:
 - 1. Depending on the depth, size and location, it is possible required pipe drainage and drop inlet structures could be installed either prior to or during work under this Section.

PART TWO - EROSION CONTROL

2.1 GENERAL

- A.□ As per the General Conditions, Part Five and the SWQMP.

□

PART THREE – SHAPING

3.1 GENERAL

- A.□ All Golf Course areas shall be shaped from existing or previously placed fill material, into smooth lines and contours that blend harmoniously with surrounding natural contours.
- B.□ Shaping of all Golf Course areas shall be completed in accordance with Designer’s plans or sketches and specifications, or as otherwise directed by the Designer in the field.
- C.□ The intent of Designer’s plans and sketches is to convey a schematic and conceptual design for each area of the Golf Course.
- D.□ The Designer reserves the right to direct the Design Build Team to alter the shaping of any Golf Course or other designated area, at no additional Design Build Team cost to the Owner.
- E.□ The Design Build Team is responsible for any required field-staking of Designer’s plans or sketches.
- F.□ Shaping shall include:
 - 1.□ All cuts, fills and grading required to develop the desired landforms and establish smooth slopes and tie-ins that blend with adjacent existing grades.
 - 2.□ Development of contours that are suitable for playing golf and performing proper course maintenance.
 - 3.□ Development of swales, hollows and overall contours that provide complete surface drainage.
 - 4.□ Fairways and roughs contoured to provide minimum 2% - 3% slopes, or as otherwise shown on Designer’s plans or directed by the Designer in the field.
 - 5.□ Development of contours that divert surface runoff around all tees, greens and sand bunkers.

3.2 ROUGH SHAPING

- A.□ Rough shaping shall establish the landforms and contours shown on Designer’s plans and sketches, or as directed by the Designer in the field.
- B.□ Rough shaping shall be completed to the degree necessary to enable the Designer to properly review, direct modifications of and subsequently approve shaped areas for subsequent construction operations.
- C.□ Rough shaping shall also include:
 - 1.□ All localized cuts and fills
 - 2.□ All required “ripping” or loosening of compacted or rocky soils.
 - 3.□ Disposal of unsatisfactory soils and replacement with acceptable materials.

3.3 FINE SHAPING

- A.□ Fine shaping shall be conducted within a given area, immediately after all drainage installation irrigation system adjustments and feature construction.

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- B.□ Fine shaping shall be accomplished using a variety of smaller shaping equipment, including bulldozers equipped with a six-way blade, skid steers and tractors with box blades.
- C.□ Fine shaping shall generally clean-up and re-establish the previously approved landforms and contours shown on Designer's plans and sketches, or as revised by the Designer in the field.
- D.□ Fine shaping shall include:
 - 1.□ Any remaining localized cuts and fills.
 - 2.□ Re-establishment of all grades, slopes and tie-ins to assure complete surface drainage and proper course maintenance operations.
 - 3.□ Disposal of unsatisfactory soils and replacement with acceptable materials.

3.4 "NEW" TEES

- A.□ General
 - 1.□ The Work includes the addition of several "New" tees.
 - 2.□ New tees shall be shaped as shown on the Designer's plans or sketches, as described herein and as revised by the Designer in the field.
 - 3.□ Unless otherwise directed by the Designer, all new tees shall be square or rectangular in shape.
 - 4.□ All New tees shall be aligned with the center of the intended target (fairway or green).
- B.□ Subgrade Surface Shaping
 - 1.□ In general, subgrade tee surfaces shall slope uniformly from the front to the rear, at one percent (1.0%); however, slope direction for each individual new tee will be confirmed in the field, by the Designer and City.
 - 2.□ Subgrade surfaces shall be properly compacted, including, as necessary the repeated use of heavy water soakings and mechanical, vibratory plate tampers.
- C.□ New Tee Construction
 - 1.□ As described in Section Three, Part Eight, 8.1 & 8.2

3.5 REORIENT AND RELEVEL EXISTING TEES

- A.□ General
 - 1.□ The Work includes the reorientation and releveling of several existing tees.
 - 2.□ Unless otherwise directed by the Designer, all existing tees that are disturbed shall be square or rectangular in shape.
 - 3.□ All existing tees to be reoriented shall be aligned with the center of the intended target (fairway or green).
- B.□ Removal of Existing Turf, Thatch & Upper Root Zone Material
 - 1.□ The Design Build Team shall remove all turf and existing thatch / organic material, from the surface of each designated existing tee, as well as a three to five foot (3'-5') wide band of turf from the slopes surrounding the entire perimeter of each designated tee.

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- 2.□ Except for some existing Forward tees that will be designated by the City in the field, turf removed from existing tee surfaces will not be reused and shall be hauled to the Design Build Team's Staging Area, pending Design Build Team's proper, off-site disposal.

Turf removed from the upper portion of designated tee slopes may, or may not be reused, per the discretion of the City.

- 3.□ In addition to all turf and thatch removal, the Design Build Team shall remove two to three inches (2"-3") of the existing root zone material from each designated tee surface.
- 4.□ It is anticipated the total combined depth of turf, thatch and root zone material removed from each tee surface will average five to six inches (5"-6").

C.□ Completion of Existing Tee Improvements

- 1.□ As described in Section Three, Part Eight, 8.1 & 8.3.

3.6 SAND BUNKERS

- A.□ Sand bunkers shall conform to the sizes, shapes and depths indicated on Designer's plans or sketches, or as directed by the Designer in the field.
- B.□ Bunker slopes and floors shall be carefully graded and not be so steep as to prohibit the placement of sand thereon.
- C.□ Fine shaping of sand bunkers might require the use of a skid steer, or small track machine, equipped with an articulating "knuckle-bucket" attachment.

3.7 GREENSIDE CHIPPING AREAS

- A.□ Greenside chipping areas shall be shaped on Holes Seven, Nine, Twelve and Fifteen.
- B.□ Greenside chipping areas shall conform to the sizes, shapes and depths indicated on Designer's plans or sketches, or as directed by the Designer in the field.
- C.□ All slopes and floors shall be smooth and carefully graded, in order to accommodate a low height of cut, without any scalping or missing.
- D.□ Subgrade surfaces shall be properly compacted, including, as necessary the repeated use of heavy water soakings and mechanical, vibratory plate tampers.

3.8 FAIRWAYS, GREEN APPROACHES & ROUGHS

A.□ General

1. All disturbed fairway and rough areas, including all green approaches, throughout the Golf Course, shall be shaped to:
 - a.□ Provide complete surface drainage
 - b.□ Drain to the nearest swale, sump, drain inlet, pond, or other approved location
 - c.□ Assure surface runoff is diverted away from all tees, greens and sand bunkers.
 - d.□ Eliminate ruts, depressions, pockets or other sharp transitions that might result in the scalping or missing of ridges during normal mowing operations.

END OF SECTION TWO – GOLF COURSE SHAPING

□

SECTION THREE: GOLF COURSE CONSTRUCTION

PART ONE - GENERAL

1.1 INTENT

- A.□ The Work is intended to completely regrade all green collars, construct greenside chipping areas on holes Seven, Twelve, and Fifteen, construct designated “New” tees and re-orient and re-level designated existing tees, throughout the Golf Course, complete specified fairway construction on Holes Four, Twelve and Seventeen, install new putting green “outfall” pipes on Holes One – Eighteen and install PrecisionAire subsurface green connections on Holes One – Eighteen.

1.2 WORK AREA

- A.□ The area of work under this Section includes all green collars, designated New and existing tees, throughout the Golf Course, designated fairway areas on Holes Four, Twelve and Seventeen, new putting green “outfall” pipes on Holes One – Eighteen and new PrecisionAire subsurface green connections on Holes One - Eighteen.

1.3 PRIOR WORK

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

PART TWO – CONSTRUCTION MATERIALS

2.1 GENERAL:

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

2.2 TOPMIX MATERIAL FOR TEE CONSTRUCTION

- A.□ As per the General Conditions, Part Five, 5.11, 5.12, & 5.13, A, B, & D.

2.3 ROOT ZONE MATERIAL FOR HOLE FOUR GREEN CONSTRUCTION

- A.□ As per the General Conditions, Part Five, 5.11, 5.12, & 5.13, A, B & E.

2.4 TOPMIX MATERIAL & DRAIN PIPE FOR HOLE FOUR, TWELVE & SEVENTEEN FAIRWAYS, & CHIPPING AREAS ON HOLES SEVEN

- A.□ As per the General Conditions, Part Five, 5.11, 5.12, 5.13, A, B, C, F, G, H & I.
- B.□ The Owner has selected “Caltega Series Sand” as the topmix material, for use in all designated fairway construction areas.

2.5 NEW GREEN “OUTFALL” PIPES

- A.□ As per the General Conditions, Part Five, 5.13, A, B, C, G, H & I.

2.6 PRECISIONAIRE SUBSURFACE GREEN CONNECTIONS

- A.□ As per the Detail attached at the end of this Section.

□

PART THREE - LABORATORY TESTING OF CONSTRUCTION MATERIALS

3.1 GENERAL

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

PART FOUR - MATERIAL DELIVERY AND STOCKPILING

4.1 GENERAL

- A.□ As per the General Conditions, Part Five.

PART FIVE - EROSION CONTROL

5.1 GENERAL

- A.□ As described in the General Conditions, Part Five.
- B.□ Prior to any green, green collar, tee construction or fairway construction work, the Design Build Team shall install and maintain silt fence and all other required erosion control devices necessary to prevent contamination of all construction materials.
- C.□ If necessary, the Design Build Team may be required to cover the Work areas, both during and after material installation, to prevent any erosion or contamination, including that caused by wind.
- D.□ If any contamination occurs, the Design Build Team shall remove all contaminated materials and re-install new materials, at no additional cost to the Owner.

PART SEVEN - PUTTING GREEN COLLARS

7.1 GENERAL

- A.□ All putting green collars, including the South Course practice green, will be completely regraded and replaced.
- B.□ Special emphasis will be placed on the elimination of all existing berms and sweep-ups and assuring smooth and consistent grades and tie-ins with adjacent greenside bunkers, chipping areas and undisturbed putting surface turf.

7.2 REMOVAL OF EXISTING COLLAR TURF

- A.□ The Design Build Team shall remove all existing putting green collar turf from the designated Work areas. This turf will not be reused. Harvested turf shall be hauled to one of the designated, on-site, temporary stockpile areas, pending Design Build Team's off-site disposal.
- B.□ For the Design Build Team's reference, existing collars average twenty-four to twenty-six inches wide (24" - 26") around the entire perimeter of each green.

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- C.□ Design Builder shall remove Four to Six inches of soil below turf collar and replace with Caltega spec sand.

7.3 REMOVAL AND MAINTENANCE OF EXISTING PUTTING SURFACE TURF

- A.□ If the Designer and Owner's representative determine necessary collar improvements require the disturbance of adjacent putting surface turf, the Design Build Team shall remove all designated putting green turf and mark or label the turf in a manner that assures each individual piece of turf is replaced in the same location and orientation from which it was removed.
- B.□ The Design Build Team shall take extreme care when removing, transporting and reinstalling the existing turf to prevent any damage.
- C.□ Between removal and reinstallation, the Design Build Team is responsible for all watering, shade protection and any other operations necessary to assure the turf remains healthy and viable for reinstallation.
- D.□ Due to the vulnerability of the harvested turf, it is imperative the Design Build Team complete the designated collar work and reinstall the existing putting green turf as quickly as possible, but without sacrificing the quality of work.

7.4 COLLAR GRADING & COMPACTION

- A.□ Upon the removal of all collar and/or putting green turf, the Design Build Team, using Designer's plans and/or field direction, shall regrade each collar and any designated adjacent areas to establish the desired surface elevations and proper tie-ins, throughout all work areas.
- B.□ New collar widths shall be twenty-one inches (21").
- C.□ It is anticipated that in most areas, existing collar elevations will be lowered, in order to achieve the desired results.
- D.□ Any excess root zone material generated by the collar repairs shall be used where fill is required for other collar modifications, or as general fill material for the completion of other designated improvements throughout the Golf Course.
- E.□ Work shall include all required compaction of the root zone material, including repeated water soakings and the use of mechanical, vibratory plate tampers.
- F.□ Final grades shall be smooth and blend seamlessly with surrounding bunkers, chipping areas and undisturbed turf areas.
- G.□ The Designer and Owner's representative reserve the right to alter the Design Build Team's work, at no additional cost to the Owner, until satisfied that final grading is suitable for play and required maintenance.

7.5 INSTALLATION OF NEW COLLAR TURF

- A.□ Upon the successful completion of all grading work, and after receiving approval from the

□

Designer and Owner's representative, the Design Build Team shall supply and install new collar turf.

- B.□ The specified sod shall be installed throughout all designated collar areas.
- C.□ Immediately prior to sod installation, the Design Build Team shall make any necessary final adjustments of the root zone elevations to assure that when the sod is installed, it blends smoothly with all surrounding areas.
- D.□ Upon receiving approval from the Owner's representative that all sod installation is properly complete, the Owner shall assume full responsibility for all future maintenance of the sod.

7.6 REINSTALLATION OF PUTTING SURFACE TURF (IF NECESSARY)

- A.□ Upon the successful completion of all grading work, and after receiving approval from the Designer and Owner's representative, the Design Build Team, shall reinstall the previously removed turf throughout disturbed portions of the putting surface.
- B.□ Immediately prior to turf reinstallation, the Design Build Team shall make any necessary final adjustments of the root zone elevations to assure that when the turf is reinstalled, it blends smoothly with all surrounding areas.
- C.□ Turf shall be reinstalled in the same location and orientation, from which it was originally removed.
- D.□ Upon receiving approval from the Owner's representative that all turf reinstallation is properly complete, the Owner shall assume full responsibility for all future maintenance of the turf.

PART EIGHT - TEE CONSTRUCTION

8.1 GENERAL

- A.□ The Work includes both the construction of new tees and the reorientation and releveling of designated existing tees.

8.2 NEW TEE CONSTRUCTION

- A.□ General
 - 1.□ Includes all Work described in Section Two of these specifications.
 - 2.□ Using Designer's plans and field direction, the Design Build Team shall construct all designated new tees.
 - 3.□ New tee construction does not include any internal pipe drainage or a subgrade gravel layer.
 - 4.□ New tee surfaces shall be laser-leveled to the specified requirements.
- B.□ Designer's Approval
 - 1.□ The Designer and Owner's representative must approve the subgrade shaping of each new tee, prior to the installation of the imported topmix layer.

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C.□ Laser Leveling of Final Tee Surfaces

1.□ General

- a.□ After proper compaction of the topmix layer, each new tee surface shall be smoothed and laser-leveled to the desired slope, using a mechanical sand bunker rake equipped with a scraper blade that is linked with and automatically manipulated by laser emitting technology.
- b.□ In general, final tee surfaces will be sloped at 1.0%, from the front to the rear; however, a final decision regarding the actual slope of each tee will be determined in the field, by the Designer and Owner's representative.

2.□ Final grades shall be smooth and blend seamlessly with surrounding tee slopes and undisturbed turf areas.

3.□ Protection of Laser Leveled Tee Surfaces

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

8.3 REORIENTATION & RELEVELING OF DESIGNATED EXISTING TEES

A.□ General

- 1.□ Includes all Work described in Section Two of these specifications.
- 2.□ Using Designer's plans and/or field direction, the Design Build Team shall complete all specified Work associated with the designated, existing tees.
- 3.□ The specified Work does not include any internal drainage or a subgrade gravel layer.
- 4.□ Designated existing tees shall be laser-leveled to the specified requirements.

B.□ Designer's Approval

- 1.□ The Designer and Owner's representative must approve the subgrade shaping of each designated existing tee, prior to the installation of the imported topmix layer.

PART NINE – FAIRWAY CONSTRUCTION

9.1 HOLES FOUR, TEN, TWELVE & SEVENTEEN

A.□ General

- 1.□ Includes all Work described in Section Two of these specifications.
- 2.□ Includes all required cut & fill work, including the excavation of a twelve-inch (12") deep cavity throughout all designated fairway construction areas.

□

- 3.□ Includes complete removal and disposal of all roots within the designated work area on Hole Seventeen.
- 4.□ Using Designer's plans and field direction, the Design Build Team shall install underdrains and the specified sand cap layer, as directed by the City throughout designated fairway areas of Hole Four, Ten Twelve & Seventeen.
- 5.□ New underdrain pipes shall outfall into existing, or new, drain inlets or drainage sumps.
- 6.□ Where the City determines fairway sandcap is required the designated fairway construction areas shall be capped with a ten-inch (10") compacted layer of the specified, imported sand not to exceed 50,000 ft².
- 7.□ Final fairway construction areas shall be graded smooth and with complete surface drainage.

B.□ Designer's Approval

- 1.□ The Designer and Owner's representative must approve the subgrade shaping of each designated fairway construction area, prior to the installation of the specified underdrains and imported sand cap layer.

C.□ Drain Pipe Trench Layout: Perforated Pipe

- 1.□ The Design Build Team shall evaluate each portion of the designated fairway construction areas and paint a proposed drainage layout for review and approval by the Designer or Owner's representative.
- 2.□ Drainage layout shall generally follow a "herringbone" pattern and consist of a "main" drain line oriented parallel with the line of fall, and a series of "lateral" drain lines, spaced a maximum of twenty feet (20') on center, running perpendicular to the line of fall and connecting with the "main" line. Depending on the size and shape of each area to be drained, multiple "main" drain lines, each with associated "lateral" drain pipes may be required.
- 3.□ Similar to a "Smile" drain associated with USGA green construction, a drain line shall be installed along the entire low side of all fairway construction areas, next to the edge of the subgrade cavity. This drain line shall also connect to the "main" drain line.

D.□ Drain Pipe Trench Layout: Solid Outfall Pipe

- 1.□ A solid outfall pipe shall be connected to the low end of the perforated "main" pipe, just inside the fairway construction area cavity. The solid pipe shall be located to outfall into an existing drain inlet, or an existing or new drainage sump.

E.□ Trench Excavation (solid & perforated pipes)

- 1.□ As per the General Conditions, Part Five, 5.14.

F.□ Installation of Pea Gravel Bedding and Perforated Drain Pipes

- 1.□ As per the General Conditions, Part Five, 5.16, A & B.

□

- G.□ Perforated “Main” Drain Pipe “Flush-Out”
 - 1.□ As per the General Conditions, Part Five, 5.17 (substitute “fairway construction area” for “sand bunker”).
- H.□ Installation of Solid “Outfall” Pipe & Observation Port
 - 1.□ As per the General Conditions, Part Five, 5.15, D & E.
(substitute “fairway construction area” for “green” or “sand bunker”).
- I.□ Trench Backfilling (solid & perforated pipes)
 - 1.□ As per the General Conditions, Part Five, 5.18.
- J.□ Supply, Installation and Compaction of Sand Cap Layer
 - 1.□ General
 - a.□ The specified sand cap material shall be as described herein, Part Two, 2.4.
 - b.□ The Design Build Team shall supply, transport and install a ten inch (10”) compacted layer of the specified sand cap material, across the entire surface of each fairway construction area.
 - 2.□ Placement
 - a.□ Owner’s Rights
 - 1.□ If, at any time during the machine placement of the sand cap material, the Designer or Owner’s representative determine proper quality control is not being achieved, the Designer or Owner’s representative, will require the immediate remediation of all improperly installed materials and the hand installation of all remaining materials.
 - b.□ Equipment
 - 1.□ A small bulldozer, or other approved equipment, shall be used to push the sand cap material onto each fairway construction area.
 - 2.□ Prior to accessing any fairway construction area, equipment tracks shall be clean of any soil or other material that might contaminate the imported sand cap.
 - 3.□ Equipment shall be operated with its weight on the sand cap material already placed, in order to avoid contamination of the sand cap by any foreign material.
 - 3.□ Firming / Compaction
 - a.□ General
 - 1.□ Firming/compaction shall be accomplished by repeated “track-walking” of each fairway construction area with a small bulldozer, combined with repeated, heavy water soakings.
 - 2.□ A “Whacker-Packer®”, or other vibratory plate tamping device, shall be used to firm/compact the entire perimeter of each fairway construction area.

□

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

PART TEN – GREENSIDE CHIPPING AREA CONSTRUCTION

10.1 HOLE SEVEN

A.□ General

- 1.□ Unless otherwise noted, includes all Work described in Part Nine of this Section, but substitute “Greenside Chipping Area Construction” for “Fairway Construction”.
- 2.□ Includes all required cut & fill work, including the excavation of a six-inch (6”) deep cavity throughout all designated greenside chipping construction areas.
- 3.□ Designated greenside chipping construction areas shall be capped with a six-inch (6”) compacted layer of the specified, imported sand.

B.□ Designer’s Approval

- 1.□ As described herein, Part Nine, 9.1.B.

C.□ Drain Pipe Trench Layout: Perforated Pipe

- 1.□ As described herein, Part Nine, 9.1.C.

D.□ Drain Pipe Trench Layout: Solid Outfall Pipe

- 1.□ As described herein, Part Nine, 9.1.D.

E.□ Trench Excavation (solid & perforated pipes)

- 1.□ As per the General Conditions, Part Five, 5.14.

F.□ Installation of Pea Gravel Bedding and Perforated Drain Pipes

- 1.□ As per the General Conditions, Part Five, 5.16, A & B.

G.□ Perforated “Main” Drain Pipe “Flush-Out”

- 1.□ As per the General Conditions, Part Five, 5.17 (substitute “greenside chipping construction area” for “sand bunker”).

H.□ Installation of Solid “Outfall” Pipe & Observation Port

- 1.□ As per the General Conditions, Part Five, 5.15, D & E.

(substitute “greenside chipping construction area” for “green” or “sand bunker”).

I.□ Trench Backfilling (solid & perforated pipes)

- 1.□ As per the General Conditions, Part Five, 5.18.

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J.□ Supply, Installation and Compaction of Sand Cap Layer

1.□ General

- a.□ The specified sand cap material shall be as described herein, Part Two, 2.4.
- b.□ The Design Build Team shall supply, transport and install a six-inch (6") compacted layer of the specified sand cap material, across the entire surface of each greenside chipping construction area.

2.□ Placement

a.□ Owner's Rights

- 1.□ As described herein, Part Nine, 9.1.2.a.

b.□ Equipment

- 1.□ As described herein, Part Nine, 9.1.2.b.

3.□ Firming / Compaction

a.□ General

- 1.□ As described herein, Part Nine, 9.1.3.a.

PART ELEVEN – GREEN APPROACH CONSTRUCTION

11.1 HOLE THREE

A.□ General

- 1.□ Unless otherwise noted, includes all Work described in Part Ten of this Section, but substitute "Green Approach Construction" for "Greenside Chipping Area Construction".

PART TWELVE – NEW PUTTING GREEN "OUTFALL" PIPES

12.1 HOLES ONE - EIGHTEEN

A.□ General

- 1.□ As described herein, Part Two, 2.5.
 - a.□ As per the General Conditions, Part Five, 5.14, A.1, B.2, C & D, & 5.15 (regarding green "outfalls" only).

PART THIRTEEN – PRECISIONAIRE SUBSURFACE GREEN CONNECTIONS

13.1 HOLES ONE - EIGHTEEN

A.□ General

- 1.□ After locating the upper and lower ends of the existing main drain line(s) installed in each green, the Design Build Team, referencing the Detail attached at the end of this Section, shall install a "High Side Connection" and "Low Side Drain", at each green.

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- 2.□ Final configuration and assembly of the designated piping connection, on both ends of the main drain line(s), shall be approved by the Owner's representative, prior to installation.
- 3.□ The location of all associated valve boxes shall be approved by the Owner's representative, prior to installation.
- 4.□ The top of each valve box shall be installed level with surrounding grades.

END OF SECTION THREE – GOLF COURSE CONSTRUCTION

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SECTION FOUR: SAND BUNKER CONSTRUCTION & PREPARATION

PART 1 – GENERAL

1.1 SCOPE

- A.□ As referenced herein, the term “Golf Course” shall be defined to include the eighteen hole golf course and any other designated areas within the overall Project footprint.
- B.□ The Design Build Team shall adhere to the “General Conditions” included in the Contract Documents.
- C.□ Under this Section, the Design Build Team shall supply and install all required sand bunker construction materials.
- D.□ Sand bunkers shall be constructed using the “Capillary Concrete” product and methodology, or an Owner approved equal.
- E.□ Sand bunkers shall be constructed in complete accordance with the “Capillary Concrete Bunker Specification & Installation Guidelines”, or as otherwise instructed and documented by Capillary Concrete representatives.
- F.□ The Design Build Team shall download or otherwise obtain all current Capillary Concrete installation specifications and guidelines by visiting www.capillaryconcrete.com, or contacting Mr. Ted Fist at: [847.337.0808](tel:847.337.0808).

1.2 INTENT

- A.□ Work includes all operations necessary to construct and prepare for play, all previously shaped sand bunkers, throughout the Golf Course.

1.3 WORK AREA

- A.□ The area of work includes all sand bunkers throughout the Golf Course.

1.4 PRIOR WORK

- A.□ Prior Reference
 - 1.□ Includes all work described in the General Conditions and Sections One - Three of these specifications.
- B.□ Shaping:
 - 1. Shaping of all sand bunkers shall be complete and approved by the Designer, in a given area, prior to work under this Section in the same area.

PART 2 - MATERIALS

2.1 GENERAL

- A.□ As per General Conditions, Part Five, 5.13, A, B, C, G, H & I.

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2.2 WASHED GRAVEL

- A.□ The washed gravel used for backfilling of perforated drain pipe trenches, in all bunkers throughout the Golf Course, shall be a laboratory approved, fresh-water, washed gravel.

2.3 CAPILLARY CONCRETE

- A.□ The Design Build Team shall consult with Capillary Concrete personnel to develop a custom mix design for this project.
- B.□ The Design Build Team shall undertake necessary quality control testing, throughout the delivery and installation of the Capillary Concrete, in order to assure the original mix design is being maintained and delivered to the site.
- C.□ Any installed material, later to be determined as defective, shall be removed and replaced by the Design Build Team, at no additional charge to the Owner.

2.4 BUNKER SAND

- A.□ The Owner has selected “Caltega Series Sand”, as provided by P.W. Gillibrand Co., Inc. P) 805.526.2195 or 949.728.0171.

PART 3 - LABORATORY TESTING OF BUNKER SAND & WASHED GRAVEL

3.1 GENERAL

- A.□ The Design Build Team is responsible for all laboratory testing of specified materials, including a “Capillary Wicking Test”.

PART 4 - SAND & WASHED GRAVEL DELIVERY AND STOCKPILING

4.1 GENERAL

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

PART 5 - SAND BUNKER CONSTRUCTION

5.1 GENERAL

- A.□ Sand bunkers shall be constructed in accordance with the “Capillary Concrete Bunker Specification and Installation Guidelines”, or as amended and documented by Capillary Concrete representatives.
- B.□ Upon Designer's approval of the subgrade shaping of each sand bunker throughout the Golf Course and prior to grassing the Golf Course, the Design Build Team shall prepare each bunker for play.

□

- C.□ Sand bunker preparation includes the following:
 - 1.□ All clean-out, edging and tamping, including all depth of subgrade floor adjustments required to achieve the laboratory recommended sand depth.
 - 2.□ Installation of all perforated and solid pipe drainage
 - 3.□ Installation of the Capillary Concrete
 - 4.□ Installation, compaction and smoothing of the laboratory approved sand
 - 5.□ Installation of sod surrounding each bunker.
 - 6.□ All other operations necessary to prepare each bunker for play

- D.□ Sand Bunker Outfall Pipes
 - 1.□ As described in the General Conditions, Part Five, 5.15, each bunker will be provided with a new “outfall” pipe. If approved by the Owner’s representative, the Design Build Team may connect multiple bunkers to a single outfall pipe. In such instances, the Owner’s representative may require that the “outfall” pipe be upsized to six-inches (6”).
 - 2.□ No sand bunker outfall drain pipes shall be connected with a putting green outfall pipe.
 - 3.□ No sand bunker outfall pipes shall be located beneath any portion of an adjacent putting surface.
 - 4.□ After each new outfall pipe is installed, the existing outfall pipe(s) shall be capped and abandoned in place.

5.2 SURFACE PREPARATIONS

- A.□ The slopes and subgrade floor of each bunker shall be properly compacted to minimize future settlement.
- B.□ At the discretion of the Owner’s representative or Designer, compaction may require the use of a vibratory plate tamping machine.
- C.□ As necessary, the Design Build Team shall incorporate supplemental moisture to insure proper compaction.

5.3 EDGING

- A.□ After the slopes and floor of each bunker have been properly prepared, the Designer shall paint a line depicting the top elevation of the final sand playing surface.
- B.□ Tracing Designer’s line, the Design Build Team shall cut a uniform, six-inch (6”) deep vertical edge, around the entire bunker.

□

- C.□ A small track machine, with appropriate bucket attachment, may be used to cut the bunker edge, although a variety of methods, including hand labor only, might be required.
- D.□ Material generated from bunker edging operations shall be removed from each bunker and used as fill material in designated areas.
- E.□ In no case, shall excavated material be placed between drainage trenches, in a manner that prevents runoff from entering the trenches.

5.4 BUNKER FLOOR PREPARATION

- A.□ After each bunker is properly edged, the previously shaped and compacted "floor" shall be carefully graded to drain to a low point. Depending on the specific bunker design, more than one low point may be required.
- B.□ Bunker floors and depths must be shaped to comply with the laboratory recommended sand depth(s), as determined by the "Capillary Wicking Test" (it is anticipated the sand depth in the low area(s) of each bunker will be slightly deeper than at the bunker edge or on the bunker faces / slopes, in order to achieve the proper perched water table and assure the top one-inch (1") of sand remains relatively dry.
- C.□ Bunker floors shall be pitched at a minimum 2.0% slope.

5.5 SOLID "OUTFALL" DRAIN PIPES(S)

- A.□ As per the General Conditions, Part Five, 5.15.

5.6 PERFORATED PIPE DRAINAGE

- A.□ General
 - 1.□ After installation of the solid "Outfall" drain pipe, the Design Build Team shall identify the proper location of all perforated drain pipes to be installed throughout each floor.
- B.□ Trench Layout
 - 1.□ Spacing and configuration of the perforated drainage trenches will vary according to the size and shape of each bunker.
 - 2.□ In general, the maximum distance between the centerline of adjacent drainage trenches shall not exceed ten feet (10').
 - 3.□ Prior to excavation of any perforated drain pipe trenches, the Design Build Team shall paint the proposed location of the trenches, on the floor of each bunker, for review and approval by the Designer or Owner's representative.

□

- C.□ Trench Excavation
 - 1.□ As per the General Conditions, Part Five, 5.14.
- D.□ Installation of Pea Gravel Bedding and Perforated Drain Pipes
 - 1.□ As per the General Conditions, Part Five, 5.16, A & B.
- E.□ Bunker "Flush-Out"
 - 1.□ As per the General Conditions, Part Five, 5.17.
- F.□ Trench Backfilling
 - 1.□ As per the General Conditions, Part Five, 5.18, B.

5.7 INSTALLATION OF SOD ON BUNKER SLOPES & VERTICAL BUNKER EDGES

- A.□ As described on page two of the "Capillary Concrete Bunker Specification & Installation Guidelines", it is preferred to install grass around the perimeter of all bunker slopes and fold the grass to completely cover and protect all vertical edges, prior to installing the Capillary Concrete.
- B.□ In situations where the above is not possible, the plastic layer installed to facilitate the curing process must remain in place until the specified bunker sand is installed.

In addition, when the sand is installed, an extra four inches (4") of sand, approximately one foot (1') wide, shall be placed on top of the Capillary Concrete around the entire perimeter of the bunker to reduce soil contamination during sod installation or irrigation. As necessary, any contaminated sand can be removed as final preparations of each bunker are completed.
- C.□ The Design Build Team shall only prepare and install the Capillary Concrete under proper weather conditions.

5.8 INSTALLATION OF CAPILLARY CONCRETE LAYER

- A.□ As described in the "Capillary Concrete Bunker Specification & Installation Guidelines", the Design Build Team shall only prepare and install the Capillary Concrete under proper weather conditions.
- B.□ The Design Build Team, following all requirements outlined in the "Capillary Concrete Bunker Specification & Installation Guidelines", shall prepare and install a two inch (2"), uniformly compacted layer of the Capillary Concrete, across the slopes and floor of each bunker, up to the previously cut bunker edge.
- C.□ Plastic Layer & Curing
 - 1.□ Immediately upon completing the installation and rolling of the Capillary Concrete liner across a designated area, or at the end of a mixed batch, the Design Build Team must cover the entire liner with a six mil plastic layer.

The plastic layer, including any seams, shall be secured in place, in accordance with the "Capillary Concrete Bunker Specification & Installation Guidelines".
 - 2.□ The plastic layer shall remain in place, allowing the Capillary Concrete to properly cure, for a minimum of twenty-four (24) hours, or until bunker sand can be installed immediately upon removal of the plastic.
 - 3.□ If, in the opinion of the Designer or Owner's representative, the curing process is compromised, in any manner, the Design Build Team shall be required to undertake all required remediation, including the removal and replacement of the entire Capillary Concrete layer, all at no additional charge to the Owner.

□

D.□ Post-Installation Inspection

- 1.□ After the plastic is removed and the Capillary Concrete is solid to the touch, the Owner's representative and the Design Build Team shall complete a quality control inspection, of every square foot, of every bunker, and complete all clean-up and drainage tests, in accordance with the "Capillary Concrete Bunker Specification & Installation Guidelines".
- 2.□ Any areas determined to be deficient, shall be completely replaced by the Design Build Team, as no additional cost to the Owner.

5.9 INSTALLATION OF BUNKER SAND

- A.□ After the installed Capillary Concrete has properly "cured" and been water tested, the Design Build Team shall immediately install the specified bunker sand, as described in the "Capillary Concrete Bunker Specification & Installation Guidelines".
- B.□ At no time shall the Design Build Team allow the Capillary Concrete liner to dry out completely, before sand installation.
- C.□ The Design Build Team shall never operate any equipment directly on the surface or edges of the Capillary Concrete liner.
- D.□ It is preferred to install slightly wet sand in each bunker.
- E.□ As soon as possible, stockpiled sand shall be pushed up to the previously sodded bunker edge, completely covering the entire vertical edge with sand.
- F.□ If any materials are damaged or contaminated, prior to, or during, the placement of the bunker sand, the Design Build Team shall be responsible for removing and replacing all contaminated materials, at no additional charge to the Owner.

5.10 FINAL CLEAN-UP AND SPREADING OF BUNKER SAND

- A.□ After all sand has been stockpiled, the Design Build Team shall remove any contaminated bunker sand and spread the remaining sand to the previously determined, uniformly compacted depths, throughout the entire slopes & floor of each bunker.
- B.□ Final depths of sand in each bunker shall be approved by the Owner's representative. Design Build Team shall incur any additional expense associated with the removal and/or addition and/or relocation of sand, as required, to achieve the previously determined, uniformly compacted depths.

END OF SECTION FOUR – SAND BUNKER CONSTRUCTION & PREPERATION

□

SECTION FIVE: SEEDBED PREPARATION

PART 1 - GENERAL

1.1 SCOPE

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

1.2 INTENT

- A.□ The work is intended to complete all operations necessary to develop the finest possible seedbed for grassing.

1.3 WORK AREA

- A.□ The area of work includes the entire Golf Course.

1.4 PRIOR WORK

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

PART TWO - SOIL TESTING

2.1 GENERAL

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

□

PART THREE - MATERIALS

3.1 GENERAL

- A.□ The Design Build Team shall supply the City with approved starter fertilizers to be used at all new, renovated or impacted planting areas.
- B.□ The Design Build Team shall supply the City with approved herbicides for spraying out approaches or other areas of sod to be killed and removed.
- C.□ The City will apply all fertilizers and herbicides with 48-hour advanced notification from the Design Build Team.

PART FOUR - SEEDBED PREPARATION

4.1 GENERAL

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

4.2 REMOVAL OF EXTRANEEOUS MATERIAL

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

4.3 TILLAGE

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

□

4.4 FINISH GRADING

- A.□ All areas shall be graded to provide complete surface drainage, with the elimination of all water holding depressions.
- B.□ Depending on soil conditions, grading and floating may be accomplished with a Gill Pulverizer®, drag mats, a board float, or other similar equipment and procedures approved by the Owner's representative.
- C.□ The Design Build Team shall eliminate all severe and abrupt grade variations that prevent the use of standard mowing equipment.
- D.□ Seedbed preparation of all tee surfaces, all green collars and the designated areas of Hole Four green, shall include smoothing with power raking machines (i.e. Sand Pro®) and drag mats, hand raking, or other approved methods and equipment, in order to eliminate all pockets, ridges or undesirable roughness.
- E.□ Special attention shall be given to the tie-in of all tee and green collar edges, bunker edges, drain basins and all other areas to be sodded, with the surrounding native soils. These edges shall be hand graded, "keyed" and lightly raked to provide a smooth and uniform surface transition with surrounding areas.

PART FIVE - SEEDBED APPROVAL

5.1 GENERAL

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

5.2 INADEQUATE PREPARATION

- A.□ Inadequate preparation of the seedbed shall result in the Design Build Team's reworking of the area, at no additional cost to the Owner, and to the complete satisfaction of the City.

5.3 REWORK OF DAMAGED AREAS

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

PART SIX - MATERIAL APPLICATION

6.1 GENERAL

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

END OF SECTION FIVE – SEEDBED PREPERATION

□

SECTION SIX: GRASSING

PART 1 - GENERAL

1.1 SCOPE

- A.□ As referenced herein, the term "Golf Course" shall be defined to include the eighteen-hole golf course and any other designated areas within the overall Project footprint.
- B.□ Where referenced herein, the terms "Grass", "Grassed" or "Grassing" shall be defined to include sprigging or sodding.
- C.□ The Design Build Team shall adhere to the "General Conditions" included in the Special Provisions.
- D.□ The Design Build Team shall "Grass" all disturbed areas of the Golf Course, any designated out of play areas and any other areas disturbed during construction.
- E.□ The Design Build Team is responsible for the initial watering of each area, immediately after "Grassing". The initial watering shall thoroughly moisten the "Grassed" area.
- F.□ The Design Build Team shall be responsible for harvesting, transporting and installing all sod generated on site.
- G.□ If directed by the Owner, the Design Build Team shall be responsible for generating sprigs from designated on-site areas and planting those sprigs in other areas of the Golf Course that were previously harvested to generate sod.
- H.□ The Design Build Team shall be responsible for the supply and installation of all specified, imported sod.

1.2 INTENT

- A.□ The work is intended to "Grass" all disturbed areas of the Golf Course.
- B.□ The intent is to harvest and reuse as much of the existing, quality turf as possible, from areas to be disturbed throughout the Golf Course. The Owner's representative will designate all areas from which existing turf is to be harvested and reinstalled.
- C.□ Imported Bermuda grass sod shall be used to Grass all designated and disturbed tee surfaces, green approaches and greenside chipping areas.
- D.□ Imported bentgrass sod shall be used to Grass all designated green collars.
- E.□ If directed by the City, the use of sprig harvesting equipment in approved areas, shall be used to generate sprigs for the regrassing of other disturbed areas throughout the site.

□

1.3 WORK AREA

- A.□ The area of work includes all disturbed areas of the Golf Course.

1.4 PRIOR WORK

- A.□ Prior Reference

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

- B. Pre-Plant Preparation

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

PART TWO - GRASSING SCHEDULE

2.1 GENERAL

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

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

- B.□ All “Grassing” shall be completed in accordance with the Owner-approved, “Construction Schedule” and all criteria described in the General Conditions, Part Three, 3.3.

- C.□ General Grassing Schedule Milestones:

- 1.□ Installation of approved sod, either generated on site or imported, may begin in a given area, as soon as possible after the specified work has been completed and approved.
- 2.□ Sod installation must be complete by September 1, 2018 for phase I and September 1, 2019 for phase II.
- 3.□ Planting of sprigs may begin in a given area as soon as possible after the specified work has been completed and approved in that area.
- 4.□ Planting of sprigs must be complete by August 15, 2019.

□

- D.□ The Owner may elect to cease “Grassing” operations, if delays carry the work beyond the optimal “Grassing” season for the designated turf species.

PART THREE - MATERIALS: SPRIGS & SOD

3.1 QUALITY: SPRIGS

- A.□ All sprigs shall be generated on site, using sprig harvesting equipment, from existing turf areas approved by the Owner’s representative.

3.2 QUALITY: SOD

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

3.3 HARVEST: SPRIGS AND SOD

- A.□ General
 - 1.□ Using approved sprig harvesting equipment, the Design Build Team shall generate all required sprigs, from Owner-approved existing turf areas throughout the Golf Course.
 - 2.□ Imported sod shall be harvested and prepared for delivery in accordance with industry standards.
- B.□ Kikuyu Grass Sod Generated On-Site
 - 1.□ The Design Build Team shall generate all Kikuyu grass sod required to complete the Grassing operation, by stripping existing turf from Owner designated areas throughout the Golf Course.
 - 2.□ Sod shall be cut at a uniform soil thickness, as designated and approved by the City.

□

- 3.□ The Design Build Team shall be responsible for all operations associated with stripping, transporting and re-installing sod generated on-site.

C.□ Imported Bermuda Grass Sod

- 1.□ Before harvesting, sod shall be mowed uniformly, at a height of 0.5 – 1.0 inches (12.5 – 25mm).
- 2.□ Sod shall be machine cut at a uniform soil thickness of 0.60 inch (15mm), plus or minus 0.15 inch (4mm). Measurement for thickness shall exclude top growth and thatch. Thatch must be minimal.
- 4.□ Individual pieces shall be cut to the supplier's standard width and length. Broken, torn or uneven pieces will not be accepted.
- 5.□ Individual pieces must be strong enough to accommodate normal handling, without damage.
- 6.□ Sod shall not be harvested or transplanted when its moisture content, excessively wet or dry, may adversely affect its survival.

D.□ Imported Bentgrass Sod

- 1.□ Individual pieces shall be cut to the supplier's standard width and length. Broken, torn or uneven pieces will not be accepted.
- 2.□ Individual pieces must be strong enough to accommodate normal handling, without damage.
- 3.□ Sod shall not be harvested or transplanted when its moisture content, excessively wet or dry, may adversely affect its survival.

E.□ Delivery and Care

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

□

PART FOUR – TURF VARIETIES

4.2 GREEN COLLARS

- A.□ All green collars shall be sodded with imported, one hundred percent (100%) Certified, T-1, Pure Distinction or Tyee007 bentgrass sod.
- B.□ All green collars shall be a uniform, twenty-one inches (21”) wide.

4.3 GREEN APPROACHES

- A.□ All green approaches shall be sodded with imported, one hundred percent (100%) Certified, Tifway II or Latitude 36 Bermuda grass sod.

4.4 TEE SURFACES (new and existing)

- A.□ All tee surfaces shall be sodded with imported, one hundred percent (100%) Certified Tifway II or Latitude 36 Bermuda grass sod.

4.5 GREENSIDE CHIPPING AREAS

- A.□ All greenside chipping areas shall be sodded with imported, one hundred percent (100%) Certified, Tifway II or Latitude 36 Bermuda grass sod.

4.6 FAIRWAYS

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

4.7 PRIMARY ROUGHS

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

PART FIVE - GRASSING

5.1 GENERAL

- A.□ Acceptable Conditions
 - 1.□ The Owner may elect to cease all grassing operations, if delays carry the work beyond the optimal “Grassing” season for the designated turf variety.
 - 2.□ “Grassing” shall only be performed under favorable weather and site conditions and only with the prior approval of the Owner’s representative.
 - 3.□ No area shall be “Grassed” until the Owner’s representative certifies the irrigation system within said area is fully tested and operational.
 - 4.□ “Grassing” may only proceed after surface water resulting from recent rains or irrigation has dissipated.

□

- 5.□ All areas shall be smooth and free of any debris.
- 6.□ The Design Build Team must hand-rake and remove all equipment ruts, footprints, eroded areas and any other surface grade imperfections created during the "Grassing" process.
- 7.□ The Design Build Team is responsible for the loss of any grass, in any area where erosion results from the malfunction of the irrigation system previously installed by the Design Build Team, the improper use of the irrigation system by the Design Build Team's employees, or where damage results from the Design Build Team's equipment or negligence.

5.2 EQUIPMENT

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

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

6.1. GENERAL

- A.□ As described herein, Part Five, 5.1, A.
- B.□ Sod shall be installed in all areas of the Golf Course, as well as any other disturbed areas, as designated by the Designer or Owner's representative.
- C.□ All sod shall be installed so as not to alter the previously approved, final surface grades.
- D.□ Do not install sod on muddy soil.
- E.□ All sod shall be installed without leaving any depressions, ridges, air pockets or unevenness of any kind.

6.2. NETTING (imported sod only)

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

6.3. PLACEMENT AND STAKING

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

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

- A.□ The Design Build Team shall take special care when installing sod adjacent to the perimeter of each green, tee and drain inlet, as well as the edges of all cart paths, to insure the turf portion of the sod is flush with the final surface elevation of these areas.

□

- B.□ This will require that the Design Build Team modify adjacent grades, typically by hand shoveling and removing or adding small amounts of soil, to ensure that a level and smooth surface transition is achieved.

6.5. ROLLING

- A.□ Using equipment pre-approved by the Owner's representative, the Design Build Team shall roll and re-roll, all installed sod, until approved by the Owner's representative.
- B.□ The Owner's representative shall determine when site and weather conditions are appropriate for rolling.

PART SEVEN - POST-GRASSING CARE

7.1 WATERING

- A.□ Within one (1) hour of "Grassing" any designated area, the Design Build Team shall undertake initial watering, sufficient in quantity to thoroughly saturate each "Grassed" area, without causing erosion.
- B.□ The Design Build Team remains responsible for the watering of each "Grassed" area within a hole, until such time as "Grassing" is complete throughout the entire hole.

7.2 PROTECTION

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

7.3 DESIGN BUILD TEAM'S RESPONSIBILITIES

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

END OF SECTION SIX – GRASSING

□

SECTION SEVEN: GOLF COURSE IRRIGATION

PART I - GENERAL

1.1 WORK INCLUDED - Work of this Section generally includes provision of an underground irrigation system including the following:

- A.□ Trenching, stockpiling excavation materials, and refilling trenches.
- B.□ Complete system including but not limited to piping, valves, fittings, heads, control system, wiring and final adjustments to insure efficient and uniform coverage as determined by City.
- C.□ Water Connections.
- D.□ Replacement of unsatisfactory materials.
- E.□ Clean-up, inspection, and approval.
- F.□ Tests.

1.2 REFERENCES

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

1.3 QUALITY ASSURANCE

- A.□ Special Requirements:
 - 1.□ Tolerances - Specified depths of pressure supply lines and laterals and pitch of pipes are minimums. Settlement of trenches is cause for removal of finish grade treatment, refilling, recompaction, and repair of finish grade treatment to satisfaction of the owner.
 - 2.□ Electrical Power – Work involving connection to 120 volt or greater electrical service shall be executed by a licensed and bonded electrician and performed in accordance with prevailing codes and regulations.

1.4 SUBMITTALS - Prepare and make submittals in accordance with conditions of the Contract.

- A.□ Shop Drawings - Include a complete materials list indicating manufacturer, model number, and description of all materials and equipment to be used. Show appropriate dimensions and adequate detail to accurately portray intent of construction.
- B.□ Manufacture Literature - Submit three (3) sets of manufacturers cut sheets for all material components required for installation of irrigation system as indicated herein or on construction drawings, for approval by City prior to installation.

□

- 1.□ Provide an index sheet for each set of material cut sheets outlining item, manufacturer, and model number in order of cut sheets.
 - 2.□ Highlight or circle specific model or item to be approved on cut sheets that feature more than one model or item.
 - 3.□ Each cut sheet submittal shall be bound in binder with cover or cover sheet indicating project name, Design Build Team name, address, phone number, and contact person.
 - 4.□ Material submittals to be provided:
 - a)□ All Heads
 - b)□ Remote Control Valves
 - c)□ Quick Coupler Valves
 - d)□ Satellites and Pedestals
 - e)□ Pressure Regulating Valves
 - f)□ Gate Valves
 - g)□ Valve Boxes
 - h)□ Fittings of each kind
 - i)□ Air Relief Valves
 - j)□ All Wire and Connectors
 - k)□ All Pipe of each kind
 - l)□ Any other items to be provided in this contract
- C.□ Record Drawings (As-Builts):
- 1.□ Design Build Team to maintain a record copy of as-surveyed plans, and redline changes in all piping, valves, satellite locations, splice boxes and station changes.
 - 2.□ Design Build Team to bring record drawings up-to-date following installation of each hole, and make available to City if requested.
 - 3.□ Prior to scheduling staking activities, the Design Build Team shall submit all as-built information to date.
 - 4.□ The Design Build Team's As-Built drawings shall include redline changes in all piping, valves, satellite locations, splice boxes, station changes, communication cable, and power wire.
- D.□ Operation Manual:
- 1.□ Submit 3 sets of operations manuals to City for approval prior to scheduling final completion walk-through. Manual to include the following in 1" - 3 ring binder:
 - a)□ Index sheet stating project name, and listing the Design Build Team name, address, phone number and contact person including Primary Sub-Contractors.

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- b)□ Manufacturer cut sheets for all material components of irrigation system and literature from pumping facility.

1.5 DELIVERY, STORAGE, and HANDLING - Deliver, unload, store, and handle materials, packaging, bundling, and products, in dry, weatherproof, waterproof condition in manner to prevent damage, breakage, deterioration, intrusion, ignition, and vandalism. Deliver in original unopened packaging containers prominently displaying manufacturer name, volume, quantity, contents, instructions, and conformance to local, state, and federal law. Remove and replace cracked, broken, or contaminated items or elements prematurely exposed to moisture, inclement weather, snow, ice, temperature extremes, fire, or job site damage.

- A.□ Handling of PVC and HDPE Pipe - Exercise care in handling, loading and storing of pipe. All pipe shall be transported in a vehicle that allows length of pipe to lie flat so as not to subject it to undue bending or concentrated external loads. No transporting of pipe will be allowed using a forklift or forks attached to a loader bucket. Pipe that is being loaded and unloaded with a forklift shall have carpet wrapped around forks. All sections of pipe that have been dented or damaged shall be discarded, and if installed, shall be removed and replaced with new piping.

1.6 JOBSITE CONDITIONS - Construction drawing pipe routing is schematic and does not indicate all fittings, joints, and angles necessary to properly install piping in and around trees, shrubs, structures, and golf course elements.

- A.□ Protection of Property:

- 1.□ Preserve and protect all trees, shrubs, all golf areas and elements, structures, and paved areas from damage due to Work of this Section. In the event damage does occur, all damage to inanimate items shall be completely repaired or replaced to satisfaction of the Owner.
- 2.□ Protect buildings, walks, walls, and other property from damage. Flare and barricade open ditches. Damage caused to asphalt, concrete, or other building material surfaces shall be repaired or replaced at no cost to Owner. Restore disturbed areas to original condition.

- B.□ Protection and Repair of Underground Lines

- 1.□ Request proper utility company to stake exact location (including depth) of all underground electric, gas, or telephone lines. Take whatever precautions are necessary to protect these underground lines from damage. In the event damage does occur, the Design Build Team shall repair all damage. The Design Build Team shall pay all costs of such repairs unless other arrangements have been made.

- C.□ Existing Cart Paths

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

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D.□ Existing Roadways

- 1.□ All existing roadways shall be sleeved in accordance with irrigation construction drawings. Coordinate installation with Owner and governing agency (Association, City, County, and State Highway Department) including compliance with all requirements thereof or not specifically called out in construction documents. Curb and gutter crossings to be bored or jacked. Asphalt or concrete roadway surface to be saw cut and removed material disposed offsite. Replace roadway material to match existing in compliance with governing agency requirements.

E.□ Existing Trees:

- 1.□ All trenching or other Work conducted within the drip line of existing trees shall be reviewed by a certified arborist prior to improvements being made. Work under limb spread of any and all evergreens or low branching deciduous trees shall be done by hand or by other methods so as to prevent damage to limbs or branches. No excavation shall occur closer than 36" from any tree trunk. You shall follow the City's Tree Protection Program.

F.□ Protection and Repair of Underground Lines

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

G.□ Replacement of Paving and Curbs

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

1.7 MAINTENANCE

A.□ Furnish the following maintenance items to the City prior to final Acceptance:

- 1.□ 6 Sets of tools required for removing, disassembling, and adjusting each type of sprinkler head and valve supplied on this Project.
- 2.□ Two 6-foot valve keys for operation of gate valves.
- 3.□ 10 quick coupler keys and matching hose swivels.
- 4.□ 2 aluminum keys of sufficient length for operation of blow-off valves.

1.8 EXTRA STOCK - In addition to installed system, furnish the following items to the City:

- A.□ 10 of each type of sprinkler head installed, including full rack of nozzles available for each head.
- B.□ Two of each valve type.
- C.□ One complete irrigation satellite controller (field satellite unit)

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PART II - MATERIAL

2.1 MATERIALS:

A.□ HDPE Pipe and Fittings:

- 1.□ Material: HDPE Pipe shall be DR 11, IPS diameters, of a 4710 Bimodal Resin with a Cell Classification of 445574C per ASTM D3350 and a Slow Crack Growth Resistance, PENT, of >500 hours per ASTM F1473.
- 2.□ Pipe diameters 3" and above
 - a)□ Pipe 3" and larger shall be per ASTM F714 or ASTM D3035 and pressure rated 200 psi when using a Design Factor of .63. Pipe shall be supplied in 40' to 50' straight lengths.
 - b)□ Utilize molded fittings for sizes up to 12". Utilize fabricated fittings for 14" through 20", DR 9 fittings machined to DR 11 diameter with reinforced wrapping.
- 3.□ Pipe diameters less than 3":
 - a)□ Pipe less than 3" shall be per ASTM D3035 and pressure rated 200 psi when using a Design Factor of .63. Pipe shall be supplied in 40' to 50' straight lengths or may be supplied in coils which must be straightened and re-rounded by the Design Build Team prior to use.

B.□ FITTINGS FOR HDPE PIPE:

- 1.□ HDPE fittings shall be manufactured or supplied by The Harrington Corporation, Lynchburg, VA or approved equal.
- 2.□ Materials: HDPE Fittings shall be made from PE 4710 resin with a cell classification of 445574C per ASTM D3350.
- 3.□ Only "like" DR's are permitted to be butt fused together. No "unlike" DR's are permitted to be butt fused together.
- 4.□ Reductions on Tees: Reducing on Run and/or Branch Tee's shall be such that the size of the "main body" is that of the largest leg of the tee.
- 5.□ Butt Fusion Fittings
 - a)□ Molded butt fusion fittings shall be DR 11 per ASTM D3261.
 - b)□ Fabricated butt fusion fittings shall be per AWWA C906



- 1) Fabricated Tee's and Elbows shall be of DR 9 pipe with ends machined to DR 11.
 - 2) Tee's and 90 Degree Bends shall be 3 Segment.
 - 3) 45 Degree Bends and bends of lesser angle shall be 2 Segment
 - 4) Reducers shall be of DR 11 pipe with ends DR 11.
 - 5) Reducers shall be of the "swage reducer" style.
 - 6) Branch Saddle Reducing Tees shall be of DR 11 pipe and DR 11 Branch Saddles with ends DR 11.
6. Socket Fusion Fittings are permitted on 2" and smaller lines and shall be DR 11 or "stronger" per ASTM D2683
7. Polypropylene Compression Fittings: Are permitted on 2" and smaller lines. They must be suitable for use on HDPE pipe per ASTM D3035 (IPS diameter, OD controlled). Fittings shall be long term rated for 230 psi complying with ISO 14236 and meet the dimensional and performance requirements of AWWA C800. Fitting "Bodies" shall be Polypropylene. Fitting "Compression Nuts" shall be Acetal. Joint seal activation shall be accomplished solely by the Compression Nut. Joint "Seals" shall not "interfere" with pipe insertion. No bevelling or lubrication of pipe shall be required. Fitting components shall not require dismantling prior to assembly on to pipe. Compression fittings shall be Phimac or approved equal.
8. Polypropylene Compression Fittings with Female Acme outlets: Philmac service tees and service elbows with 1 1/2" Female Acme thread outlets shall serve compatible swing joint serving irrigation sprinkler heads.
9. Electrofusion Fittings including Electrofusion Couplings, Electrofusion Branch Saddles, Electrofusion x FNPT Saddles, and Electrofusion Swivel Saddles shall be DR 11 per ASTM F1055. Electrofusion Swivel Saddle shall be as manufactured by The Harrington Corporation or approved equal.
10. Flange Adapter Systems
- a) Flange adapters shall be molded or machined from stock and be SDR 11 complying with ASTM F2880.
11. Back Up Rings shall be Ductile Iron per ASTM A536 and DR 11.
12. Accessories shall be 1/8" Neoprene Gaskets and Grade 5 or stronger, zinc plated Cap Screws or Threaded Rod and Nuts.
13. Threaded Transitions: HDPE x MNPT Brass or Stainless Steel transitions shall be DR 11. Brass shall be red brass. Stainless Steel shall be grade 304.
14. Mechanical Joint Adapters: Mechanical Joint Adapters shall be DR 11, with stiffeners and comply with AWWA C906.

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- 15.□ Stiffeners for use with Ductile Iron Push On Fittings: When DI fittings with or without mechanical joint restraint are used on HDPE pipe, a stainless steel stiffener of compatible configuration will be inserted in the end of the HDPE pipe to provide the necessary support to prevent “cold flow” of the HDPE pipe when used with these types of fittings and restraints.
- 16.□ Ductile Iron Fittings: Ductile Iron Fittings shall be Gasketed Push Joint with deep bells for IPS pipe by The Harrington Corporation or approved equal. Transition gaskets are not permitted. Ductile Iron shall be per ASTM A536. Restraints, reducers, plugs and adapters shall be restrained to fitting bells equipped with only two lugs by means of restraining links. The use of screws to retain connections is not permitted.
- 17.□ Joint Restraint for Ductile Iron Fittings: Shall be manufactured of ductile iron per ASTM A536. Gripping surfaces shall be machined serrations. As cast gripping surfaces are not permitted.
 - a)□ Sizes 1 ½” to 4”: Joint Restraint shall be Knuckle Restraint by the Harrington Corporation or approved equal. Grip Ring shall be one piece residing within a housing that engages the fitting lugs. Grip Ring shall be activated by one bolt.
 - b)□ Sizes 4” to 12”: Joint Restraint shall be Clam Shell Restraint by The Harrington Corporation or approved equal. Restraint shall not require separate restraining rods. The pipe gripping structure and fitting connection structure shall be integral and one piece.
- C.□ Brass Pipe and Fittings:
 - 1.□ Brass Pipe - 85% red brass, AMSI Schedule 40 screwed pipe.
 - 2.□ Fittings - Medium brass, screwed 125-pound class.
- D.□ Gate Valves:
 - 1.□ 2” Lateral Isolation Gate Valve – Ductile iron construction; gate valve type, HARCO #841106L.
 - 2.□ Gate Valves for 4 inch and Larger Pipe - Iron body, brass or bronze mounted AWWA gate valves with a clear waterway equal to full nominal diameter of valve; rubber gasket or mechanical joint-type only - no flanged valves allowed. Valves shall be able to withstand a continuous working pressure of 150 PSI and be equipped with a square operating nut.
- E.□ Quick Coupling Valves - Brass two-piece body designed for working pressure of 150 PSI; operable with quick coupler.

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F.□ Valve Boxes:

- 1.□ Ground Rods-Carson #708 T-Cover, (#708-9 body with #708-4 cover), green.
- 2.□ Lateral Isolation and Gate Valves-Carson #910 T-Cover, (#910-10 body with #910-4 Non Bolt cover), green.
- 3.□ Control Wiring Splices- Carson #910 T-Cover, (#910-10 body with #910-4B Bolt Down cover), black.
- 4.□ Remote Control Valves- Carson #1220 T-Cover, (#1220-12 body with #1220-4 Non Bolt cover), green.
- 5.□ 120/220 Volt Wiring Splices- Carson #1419 T-Cover, (#1419-12 body with #1419-4B Bolt Down cover), black.
- 6.□ Air Relief Valve and Blow-off Valve Assemblies-Carson #1324 T-Cover, (#1324-12 body with #1324-4L cover and extensions as required), green.
- 7.□ Quick Coupling Valve – Carson #809 (7-inch round), green.

G.□ Electrical Control Wiring:

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

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- 2.□ Communication Wire – As approved by manufacturer.
- 3.□ High Voltage – Type require by local codes and ordinances. (220 v)
 - a)□ U.F., U.L. Direct Burial, 600 Volt with 75-degree heat, moisture and flame retardant PVC.
 - b)□ Wire Colors (220 v.)
 - 1)□ Ground - Green
 - 2)□ Power – Black
 - 3)□ Common - Red
- 4.□ Locating Tape - Magnetic backed, 6” wide, manufactured by Markline or accepted equivalent.
- H.□ Sprinkler Heads - As indicated on drawings. Fabricate riser units in accordance with details on Drawings.
- I.□ Pipe bedding material – Screened excavated material or SE 30 sand.
- J.□ Air release valves – Crispin PL10A 2”
- K.□ Field Satellite Unit - As indicated in the performance specifications.
- L.□ Weather Station – As indicated in the performance specifications.

PART III - EXECUTION

3.1 PREPARATION

- A.□ Staking shall occur as follows:
 - 1.□ Mark with powdered lime or marking paint, routing of distribution piping including cart path and roadway crossings, and flag locations of air relief and blow-off valves anticipated for installation for the next two (2) weeks. Contact the City 24 hours in advance and request review of staking. The City will review marking and direct changes if required.
 - 2.□ The Design Build Team shall locate all irrigation equipment prior to installation by setting survey stakes and surveying by GPS the exact location of all irrigation equipment.
- B.□ Coordinate with the City to locate existing distribution and lateral piping that may conflict with installation of irrigation improvements. Expose existing piping/wiring by hand digging prior to trenching or vibratory plow installation of new piping/wiring to avoid damage. If any existing piping/wiring is damaged, repair immediately to the satisfaction of City.

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C.□ Trenching - Trench excavation shall follow, as much as possible, layout shown on Drawing. Dig trenches straight and support pipe continuously on bottom of trench. Trench bottom shall be clean and smooth with all rock and organic debris removed. Distribution piping trenches shall be over-excavated as required to allow for bedding material. Trench depth shall be uniform as required to meet minimum depth requirements for type of piping.

1.□ Clearances:

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

2.□ Pipe and Wire Depth:

- a)□ Lateral Piping – 18" from top of pipe.
- b)□ Mainline Piping – 36" from top of pipe.
- c)□ Up to 48" Top of Green Complexes (applicable only where laterals cannot be routed around green complex. Requires approval from the City prior to installation.)
- d)□ Piping Bedding - 4" above and 4" below piping and to width of trench.
- e)□ Control Wiring - Side and 2" below top of distribution piping.
- f)□ Communication Cable - Side and 2" below top of distribution piping, opposite 120 or 220-volt wiring in conduit.

3.□ Boring:

- a)□ Boring will be permitted only where pipe must pass under obstruction(s), which cannot be removed, and must be approved by the City if not specifically indicated on construction drawings. Final density of backfill shall match that of surrounding soil. Use of sleeves of suitable diameter is acceptable if installed first by jacking or boring,

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and pipe laid through sleeves. Observe same precautions as though pipe were installed in open trench.

b)□ Piping 2 ½" and smaller that crosses cart paths shall be installed by boring or jacking.

D.□ Vibratory Plow - All piping 2 1/2" and smaller may be installed through use of vibratory plow method.

1.□ Bullet size no smaller than one (1) nominal size larger than pipe.

2.□ All wiring to be laid through plow cut with adequately sized wire chute.

3.□ All fitting and head excavations shall conform to trenching method of turfgrass removal, excavation, backfill, compaction, and relaying of sod.

4.□ Equipment must be adequately weighted to prevent damage to existing turfgrass.

5.□ Plowing may be discontinued by the City after inclement weather, or if course conditions are damaged unacceptably by plowing operation.

3.2 INSTALLATION - Locate equipment as near as possible to locations designated on construction drawings. The City must approve deviations prior to installation.

A.□ Piping

1.□ Snake lateral pipe in trench as much as possible to allow for expansion and contraction.

2.□ When pipe laying is not in progress, or at end of each day, close pipe ends with tight plug or cap. Perform work in accordance with good practices prevailing in piping trades.

3.□ Coordinate distribution piping installation with required bedding operations.

4.□ Lay pipe and make all plastic-to-plastic joints in accordance with manufacturer's recommendations.

B.□ Control Wiring

1.□ Low Voltage Wiring:

a)□ Bury control wiring between field satellite unit and valve-in-head distribution piping trenches, with wires consistently located 2" below top and to one side of pipe.

b)□ Install control wiring with lateral piping to service each head valve.

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- c)□ Install control wiring not with distribution piping or lateral piping in 24" trench with magnetic backed locating (warning) tape at 6" depth.
- d)□ Bundle all 24-volt wires at 10-foot intervals with electrical tape.
- e)□ Provide an expansion loop at distribution piping angle fittings, and at minimum 500 feet intervals. Form expansion loop by wrapping wire at least 8 times around a 3/4-inch pipe and withdrawing pipe.
- f)□ Make splices and electric control valve connections using 3M-DBY connectors or similar dry splice method.
- g)□ Install control wire splices in a separate splice valve box.
- h)□ Install one control wire for each Valve-In-Head and Remote Control Valve.
- i)□ Run all future control wires from field satellite unit pedestal to point indicated on drawings. Coil a minimum of ten (10) feet at termination and install in 10" round valve box (separate from isolation valve box). Label all wires at termination.

2.□ High Voltage Wiring for Automatic Controller

- a)□ Provide 220-volt power in conduit connection to field satellite units in accordance with local codes and ordinances.
- b)□ 220v power shall be installed in a separate conduit away from communications and low-voltage irrigation wire, no exceptions.

3.□ Communication Cable: Installed as per control system manufacturer's specifications.

- a)□ Install cable consistently located 2" below top and to one side of pipe, opposite control wiring and/or high voltage wiring.
- b)□ Splices to occur only at field satellite unit pedestal unless approved by the City prior to installation
- c)□ Install communication cable not with pressure supply line in 24" trench with magnetic backed locating tape at 6" depth.

C.□ Field Satellite Unit

- 1.□ Install field satellite unit in accordance with manufacturer's instructions and as detailed.

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- 2.□ Connect valve-in-head to field satellite unit in numerical sequence as shown on As-Surveyed Drawings.
 - 3.□ The City shall approve final location of field satellite unit prior to installation.
 - 4.□ Each field satellite unit shall have a dedicated separate ground wire.
 - 5.□ Above ground conduit shall be rigid galvanized with appropriate fittings. Below ground conduit shall be schedule 40 PVC.
- D.□ Quick Coupling Valves - Install quick couplers on double swing-joint assemblies. Angled nipple relative to pressure supply line shall be no more than 45 degrees and no less than 10 degrees. Install quick coupling valves as detailed.
- E.□ Blow-Off Valves - Install per manufacturers specifications.
- F.□ Valve Boxes:
- 1.□ Install one valve box for each type of valve installed as detailed flush with grade.
 - 2.□ Valve box to rest on gravel sump. Place final portion of gravel inside valve box after valve box is backfilled and compacted.
- G.□ Gate Valves - Install where shown on Drawings or where surveyed as detailed.
- H.□ Sprinkler Heads
- 1.□ Install sprinkler heads where indicated on construction documents.
 - 2.□ Set plumb to finish grade as detailed. Install heads on double swing-joint risers as detailed.
 - 3.□ Adjust part circle heads for proper coverage. The City may request nozzle changes or adjustments without additional cost to the Owner.
 - 4.□ Part circle sprinklers along cart paths, streets, greens, tees or other edge lines are to be no further than twelve inches away from the surface edge (greens edge are defined by the outside edge of green collar. If the sprinklers are installed farther than 12" from this edge, the Design Build Team shall be responsible for the relocation of the sprinkler head at no additional cost to the owner.
- I.□ Backfilling - All excavations are to be backfilled and compacted on same day. In areas of fitting installation on distribution piping, excavation may be left open for maximum seven (7) calendar days provided it is properly barricaded and marked in accordance with OSHA standards. Under no circumstances can excavations inside fairway limit or

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around greens, tees, or bunkers be left open at end of day. Open trenches shall be properly marked and barricaded.

- 1.□ All distribution piping lines shall be bedded with ½" minus material screened by the Design Build Team from trench excavation or construction grade sand (SE 30 minimum). Bedding to be 4" below invert of pipe, to 4" above top of pipe and width of trench.
- 2.□ Materials - Excavated material is generally considered satisfactory for backfill purposes after completing bedding requirements. Backfill material below the required 9" topsoil in all turf areas, shall be free of rubbish, vegetable matter, frozen materials, and stones larger than 2 inches in maximum dimension. Do not mix subsoil with topsoil. Material not suitable for backfill shall be hauled away. The Design Build Team shall be responsible for installing suitable backfill if excavated material is unacceptable or not sufficient to meet backfill, compaction, and final grade requirements.
- 3.□ Compact backfill to 90% maximum density in 6" lifts, determined in accordance with ASTM D155-7 utilizing the following methods:
 - a)□ Mechanical tamping.
 - b)□ Puddling or ponding. Puddling or ponding and/or jetting are prohibited within 10'- 0" of building or foundation walls.

J.□ Piping Under Paving:

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

3.3 FIELD QUALITY CONTROL

- A.□ Flushing - After piping, risers, and lateral isolation, air relief, and blow-off valves are in place and connected, but prior to installation of sprinkler heads and quick coupling valves, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthest valves. Close lateral isolation valves after flushing.

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B.□ Walk Through for Beneficial Use:

- 1.□ Arrange for the City's presence a minimum of 48 hours in advance of walkthrough.
- 2.□ Entire system shall be completely installed and operational prior to scheduling of walk-through.
- 3.□ Operate each station automatically at time of walk through and open all valve boxes.
- 4.□ The City shall generate a list of items to be corrected prior to Final Completion.
- 5.□ Furnish all materials and perform all Work required to correct all inadequacies due to deviations from the Contract Documents, and as directed by the City.
- 6.□ Provide all required as-built redlines with field measurements as required (Section 1.4).

C.□ Walk-Through for Final Completion:

- 1.□ Arrange for the City's presence a minimum of 48 hours in advance of walk through.
- 2.□ Show evidence that the City has received all accessories, charts, and equipment as required before Final Completion walk-through is scheduled.
- 3.□ Operate each station, or show equipment assembly identified as deficient at substantial completion walk through for the City at time of final completion walk through to insure correction of all incomplete items.
- 4.□ Items deemed not acceptable by the City shall be reworked to complete satisfaction of the City.
- 5.□ If after request to the City for walk-through for Final Completion of irrigation system, the City finds items during walk through which have not been properly adjusted, reworked, or replaced as indicated on list of incomplete items from substantial completion walk-through, the Design Build Team shall be charged for all subsequent walkthroughs. Funds will be withheld from final payment and/or retainage to the Design Build Team, in amount equal to additional time and expenses required by the City to conduct and document further walk-throughs as deemed necessary to insure compliance with Contract Documents.

3.4 ADJUSTING - Upon substantial completion of installation, "fine-tune" entire system by setting regulating valves, adjusting patterns, changing nozzles and setting pressure reducing valves controls at proper pressure to provide optimum and efficient coverage. Flush and adjust all heads for optimum performance and to prevent over spray onto roadways, and buildings as much as possible.

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- A.□ If it is determined that irrigation adjustments will provide proper and more adequate coverage, make such adjustments prior to Final Acceptance, as directed, at no additional cost to Owner. Adjustments may also include changes in nozzle sizes, and degrees of arc.
- B.□ All sprinkler heads shall be set perpendicular to finish grade unless otherwise designated.
- C.□ Areas that do not conform to designated operation requirements due to unauthorized changes or poor installation practices shall be immediately corrected at no additional cost to the Owner.

END OF SECTION SEVEN – GOLF COURSE IRRIGATION



ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES



APPENDIX A

MITIGATED NEGATIVE DECLARATION (MND)



THE CITY OF SAN DIEGO

MITIGATED NEGATIVE DECLARATION

Project No. 540657
SCH No. 2017041044

SUBJECT: TORREY PINES SOUTH GOLF COURSE: A SITE DEVELOPMENT PERMIT (SDP) for improvements to the Torrey Pines South Golf Course and temporary improvements to the Torrey Pines North Golf Course located at 11480 North Torrey Pines Road within the first public roadway and the following zones: OP-1-1, RS-1-14, and Coastal Zone Appealable and Coastal Zone Deferred Certification. Portions of the project are located within the mapped Multi-Habitat Planning Area (MHPA). A MHPA Boundary Line Correction is proposed to correct MHPA mapping inaccuracies occurring over developed portions of the project site.

The project will include permanent improvements within the limits of the Torrey Pines South Golf Course, on the bunkers, fairways and tee boxes, and in and around the clubhouse facility, golf course parking lot, and pedestrian walkway areas in order to complete ADA upgrades compliant with state and federal law. A temporary driving range would be placed on the North Course during the 2021 U.S. Open Championship golf tournament and would be removed at the end of the tournament. The project is located within the University Community Plan Area and Council District 1. Please refer to the attached location maps and the Initial Study for a more detailed project description.

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): **Biological Resources, Archaeological Resources, Paleontological Resources, Hazards and Hazardous Materials (Unexploded Munitions), and Land Use (MHPA Adjacency)**. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. The project as revised now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION: The attached Initial Study documents the reasons to support the above Determination.

V. MITIGATION, MONITORING AND REPORTING PROGRAM:

**A. GENERAL REQUIREMENTS – PART I
Plan Check Phase (prior to permit issuance)**

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.

2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "**ENVIRONMENTAL/MITIGATION REQUIREMENTS.**"

3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

5. **SURETY AND COST RECOVERY** – The Development Services Director or City Manager may require appropriate surety instruments or bonds from private Permit Holders to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

**B. GENERAL REQUIREMENTS – PART II
Post Plan Check (After permit issuance/Prior to start of construction)**

1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT. The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

***Qualified Paleontologist
Qualified Biologist
Qualified Archaeologist and Native American Monitor
Landscape Contractor***

Note:

Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division – 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**

2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) #540657 and Environmental Document #540657, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.).

Note:

Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

3. OTHER AGENCY REQUIREMENTS: Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

Coastal Development Permit approval from the California Coastal Commission

4. MONITORING EXHIBITS

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

NOTE:

Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

5. OTHER SUBMITTALS AND INSPECTIONS:

The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

<i>Issue Area</i>	<i>Document submittal</i>	<i>Assoc. Inspection/Approval</i>	<i>Notes</i>
Pre Con Meeting	Request letter	MMC approval	3 days prior to pre con
Biology	Consultant Qual. Letter	MMC approval	Prior to Const. Start
	Bio. Monitoring Exhibit	MMC approval	Prior to Const. Start
	Protocol or other Survey	MMC approval	Prior to Const. Start
	Limit of Work Ver. Letter	MMC inspection	Prior to Const. Start
Archaeology	Archaeology Reports	Archaeology site observation	
Paleontology	Paleontology Reports	Paleontology site observation	
Final approval	Request for Final	Final MMRP inspection	1 week after request
Bond Release	Request letter	LEMA verification	2 week minimum LEMA

B. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL RESOURCES

BIOLOGICAL RESOURCE PROTECTION DURING CONSTRUCTION

I. Prior to Construction

- A. **Biologist Verification** -The owner/permittee shall provide a letter to the City’s Mitigation Monitoring Coordination (MMC) section stating that a Project Biologist (Qualified Biologist) as defined in the City of San Diego’s Biological Guidelines (2012), has been retained to implement the project’s biological monitoring program. The letter shall include the names and contact information of all persons involved in the biological monitoring of the project.
- B. **Preconstruction Meeting** - The Qualified Biologist shall attend the preconstruction meeting, discuss the project’s biological monitoring program, and arrange to perform any follow up mitigation measures and reporting including site-specific monitoring, restoration or revegetation, and additional fauna/flora surveys/salvage.
- C. **Biological Documents** - The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, Multiple Species Conservation Program (MSCP), Environmentally Sensitive Lands

Ordinance (ESL), project permit conditions; California Environmental Quality Act (CEQA); endangered species acts (ESAs); and/or other local, state or federal requirements.

- D. **BCME** -The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in C above. In addition, include: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance areas/noise buffers/ barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ADD/MMC. The BCME shall include a site plan, written and graphic depiction of the project's biological mitigation/monitoring program, and a schedule. The BCME shall be approved by MMC and referenced in the construction documents.

E. Avian Protection Requirements - To avoid any direct impacts to any species identified as a listed, candidate, sensitive, or special status species in the MSCP, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the pre-construction survey to City DSD for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.

- F. **Resource Delineation** - Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora & fauna species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.

- G. **Education** -Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffers, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

II. During Construction

- A. **Monitoring**- All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on "Exhibit A" and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the pre-construction surveys. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR shall be e-mailed to MMC on the 1st day of monitoring, the 1st week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.
- B. **Subsequent Resource Identification** - The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna onsite (e.g., flag plant specimens for avoidance during access, etc.). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

III. Post Construction Measures

- A. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, State CEQA, and other applicable local, state and federal law. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City ADD/MMC within 30 days of construction completion.

LAND USE (MSCP SUBAREA PLAN -LAND USE ADJACENCY REQUIREMENTS)

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:
 - A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.

- B. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.

- C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."*

- D. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.

- E. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.

- F. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.

- G. **Brush Management** -New development adjacent to the MHPA shall be set back from the MHPA to provide required Brush Management Zone 1 area on the building pad outside of the MHPA. Zone 2 may be located within the MHPA provided the Zone 2 management will be the responsibility of an HOA or other private entity except here narrow wildlife corridors require it to be located outside of the MHPA. Brush management zones will not be greater in size than currently required by the City's regulations, the amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done and vegetation clearing shall be prohibited within native coastal sage scrub and chaparral habitats from March 1-August 15 except where the City ADD/MMC has documented the thinning would be consistent with the City's MSCP Subarea Plan. Existing and approved projects are subject to current requirements of Municipal Code Section 142.0412.

- H. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for

the following: California Gnatcatcher(3/1-8/15); If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (State Species of Special Concern/Federally Threatened)

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

NO MECHANIZED CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(A)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [DB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
 - 1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER

THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (E.G., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 DB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
 1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO FURTHER MITIGATION MEASURES ARE NECESSARY.

HAZARDS AND HAZARDOUS MATERIALS

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

HISTORICAL RESOURCES (ARCHAEOLOGY)

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Construction Schedule
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being

monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.

2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVSR). The CSVSR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly **(Notification of Monitoring Completion)**, and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

- (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
- c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

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

- A. Notification
 - 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner

in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.

2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American

1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

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

VI. Post Construction

- A. Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed

due dates and the provision for submittal of monthly status reports until this measure can be met.

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.

2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

PALEONTOLOGICAL RESOURCES

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)

The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.

3. Identify Areas to be Monitored

- a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
- b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
- c. MMC shall notify the PI that the PME has been approved.

4. When Monitoring Will Occur

- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
- b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

5. Approval of PME and Construction Schedule

After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate

Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
- c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVR and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

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

The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

State of California

Department of Toxic Substances Control (39)
State Clearinghouse (46A)
Coastal Commission, San Diego District (47)
California State Parks (476)

City of San Diego

Councilmember Bry - District 1
Mayor's Office
City Attorney's Office (MS 59)
Development Services (501)
Mark Brunette, EAS
Angela Nazareno, Project Management

Louis Shultz, Engineering
Planning/MSCP
Kristy Forburger
Engineering and Capital Projects (908A)
Mark Calleran
Kevin Oliver
James Arnhardt
Fire and Life Safety Services (603)
Facilities Financing, Tom Tomlinson (93B)
Water Review, Medhi Rastakhiz (86A)
Library Dept. – Government Documents (81)
San Diego Central Library (81A)
North University City Branch Library (81JJJ)

Archaeology

Historical Resources Board (87)
Carmen Lucas (206)
South Coastal Information Center (210)
San Diego Archaeological Center (212)
Save Our Heritage Organisation (214)
Ron Christman (215)
Clint Linton (215B)
Frank Brown – Inter-Tribal Cultural Resources Council (216)
Campo Band of Mission Indians (217)
San Diego County Archaeological Society, Inc. (218)
Kumeyaay Cultural Heritage Preservation (223)
Kumeyaay Cultural Repatriation Committee (225)
Native American Distribution (225 A-S) (Public Notice & Location Map Only)

Paleontology

San Diego Natural History Museum (213)

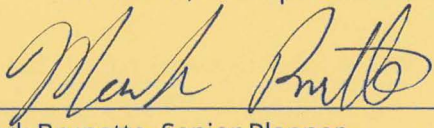
Others

University Community Planning Group (480)

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- () Comments were received but did not address the accuracy or completeness of the draft environmental document. No response is necessary and the letters are incorporated herein.
- (X) Comments addressing the accuracy or completeness of the draft environmental document were received during the public input period. The letters and responses are incorporated herein.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Entitlements Division for review, or for purchase at the cost of reproduction.



Mark Brunette, Senior Planner
Development Services Department

April 11, 2017

Date of Draft Report

May 22, 2017

Date of Final Report

Analyst: Mark Brunette

Attachments: Regional Location Map
Project Vicinity Map
Conceptual Golf Course Improvements (Figures 1 – 6)



STATE OF CALIFORNIA
GOVERNOR'S OFFICE of PLANNING AND RESEARCH
STATE CLEARINGHOUSE AND PLANNING UNIT

EDMUND G. BROWN JR.
GOVERNOR

KEN ALEX
DIRECTOR

May 15, 2017

Mark Brunette
City of San Diego
1222 First Avenue, MS-501
San Diego, CA 92101

Subject: Torrey Pines South GOLF Course (PTS No. 540657)
SCH#: 2017041044

Dear Mark Brunette:

A-1

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on May 12, 2017, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

A-1 Comment Noted. Responses to the comments letters received by the State Clearinghouse are stated in responses to letters B and C as follows.

**Document Details Report
State Clearinghouse Data Base**

SCH# 2017041044
 Project Title Torrey Pines South Golf Course (PT'S No. 540657)
 Lead Agency San Diego, City of

Type MND Mitigated Negative Declaration

Description A site development permit for improvements to the Torrey Pines South Golf Course and temporary improvements to the Torrey Pines North Golf Course located at 11480 North Torrey Pines Road within the first public roadway and the following zones: OP-1-1, RS-1-14, Coastal Zone Appealable, and coastal zone deferred certification. Portions of the project are located within the mapped multi-habitat planning area. A MHPA Boundary Line Correction is proposed to correct MHPA mapping inaccuracies occurring over developed portions of the project site.

The project will include permanent improvements within the limits of the Torrey Pines South Golf Course, on the bunkers, fairways and tee boxes, and in and around the clubhouse facility, golf course parking lot, and pedestrian walkway areas in order to complete ADA upgrades compliant with state and federal law. A temporary driving range would be placed on the North Course during the 2021 U.S. Open Championship golf tournament and would be removed at the end of the tournament. The project is located within the University Community plan area and council district 1.

Lead Agency Contact

Name Mark Brunette
Agency City of San Diego
Phone (619) 446-5379 **Fax**
email
Address 1222 First Avenue, MS-501
City San Diego **State** CA **Zip** 92101

Project Location

County San Diego
City
Region
Lat / Long 32° 54' 14" N / 117° 14' 44" W
Cross Streets North Torrey Pines Rd and Callan Rd
Parcel No. 310-010-07-00, 340-011-09
Township **Range** **Section** **Base**

Proximity to:

Highways 805, 5
Airports
Railways MTS
Waterways Pacific Ocean
Schools
Land Use park, open space and recreation by GP and OS-1-1 and RS-1-1 by zoning ordinance

Project Issues Archaeologic-Historic; Biological Resources; Coastal Zone; Landuse; Toxic/Hazardous

Reviewing Agencies Resources Agency; California Coastal Commission; Department of Fish and Wildlife, Region 5; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 11; Native American Heritage Commission; Regional Water Quality Control Board, Region 9; Air Resources Board, Transportation Projects; Department of Toxic Substances Control

Date Received 04/13/2017 **Start of Review** 04/13/2017 **End of Review** 05/12/2017

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Department of Toxic Substances Control

Matthew Rodriguez
Secretary for
Environmental Protection

Barbara A. Lee, Director
5796 Corporate Avenue
Cypress, California 90630

clear
5/12/17
6



Edmund G. Brown Jr.
Governor

April 25, 2017

Mr. Mark Brunette
City of San Diego
Development Services Center
1222 First Avenue, MS 501
San Diego, California 92101

Governor's Office of Planning & Research

APR 25 2017

STATE CLEARINGHOUSE

INITIAL STUDY AND PROPOSED MITIGATED NEGATIVE DECLARATION (ND) FOR TORREY PINES SOUTH GOLF COURSE (SCH# 2017041044)

Dear Mr. Brunette:

The Department of Toxic Substances Control (DTSC) has reviewed the subject ND. The following project description is stated in the ND: "The project will include permanent improvements within the limits of the Torrey Pines South Golf Course, on the bunkers, fairways and tee boxes, and in and around the clubhouse facility, golf course parking lot, and pedestrian walkway areas in order to complete ADA upgrades compliant with state and federal law."

Based on the review of the submitted document DTSC has the following comments:

- B-1 1. The ND should identify and determine whether current or historic uses at the project site may have resulted in any release of hazardous wastes/substances. A Phase I Environmental Site Assessment may be appropriate to identify any recognized environmental conditions.
- B-2 2. If there are any recognized environmental conditions in the project area, then proper investigation, sampling and remedial actions overseen by the appropriate regulatory agencies should be conducted prior to the new development or any construction.
- B-3 3. If the project plans include discharging wastewater to a storm drain, you may be required to obtain an NPDES permit from the overseeing Regional Water Quality Control Board (RWQCB).

♻️ Printed on Recycled Paper

- B-1 Based on the Hazardous Materials Technical Study (HMTS; Geocon Incorporated 2014) prepared for the project site, herbicides and pesticides have historically been applied to the project site (Geocon Incorporated 2014). However, since the project does not propose hauling of soil off-site, impacts associated with herbicide and pesticide use at the site would be less than significant. The HMTS determined that historical operation of Underground Storage Tanks and current operation of an Above Ground Storage Tank at the project site have not negatively affected the project site.

Furthermore, the State Water Resources Control Board GeoTracker Website (<http://geotracker.waterboards.ca.gov/>), which tracks hazardous materials sites from various regulatory agencies, shows no closed or active hazardous materials sites or cases on the golf course. So it is unlikely that hazardous materials sites would be encountered during project construction.

Lastly, in the unlikely event that construction activities for the proposed project encounters hazardous materials sites such as Leaking Underground Storage Tank (LUST) cleanup sites, permitted UST's, contaminated sites located within a 1,000 feet from proposed project, or herbicides and pesticides; however, in the event that construction activities encounter underground contamination, the contractor would be required to implement § 803 of the City's "WHITEBOOK" for "Encountering or Releasing Hazardous Substances or Petroleum Products" of the City of San Diego Standard Specifications for Public Works Construction which is included in all construction documents and would ensure the proper handling and disposal of any contaminated soils in accordance with all applicable local, state and federal regulations. Compliance with these requirements would minimize the risk to the public and the environment; therefore, potential impacts from hazardous materials would remain less than significant.

- B-2 See response to number B-1. No further investigation, sampling and remedial actions are necessary based upon the conclusions of the HMTS and the project's compliance with the City's WHITEBOOK.
- B-3 All public projects in the City of San Diego are required to comply with all applicable requirements of the RWQCB NPDES Municipal Storm Water Permit requirements for the City of San Diego during and after construction.

Mr. Mark Brunette
 April 25, 2017
 Page 2

B-4

4. If planned activities include building modifications/demolitions, lead-based paints or products, mercury, and asbestos containing materials (ACMs) should be addressed in accordance with all applicable and relevant laws and regulations.

B-5

5. The ND states, "In addition to the potential for release of hazardous materials associated with the former Camp Callan, herbicides and pesticides have historically been applied to the project site." If the site was used for agricultural or related activities, residual pesticides may be present in onsite soil. DTSC recommends investigation and mitigation, as necessary, to address potential impact to human health and environment from residual pesticides.

B-6

6. The ND states, "The project site is listed on a number of government databases, including Underground Storage Tanks (USD, Aboveground Storage Tanks (ASD, San Diego County Hazardous Materials Management Division, SWEEPS UST (Statewide Environmental Evaluation and Planning Systems USTs), and CHMIRS (California Hazardous Material Incident Report System). The ND further states, "The HMTS determined that historical operation of USTs and current operation of an AST at the project site have not negatively affected the project site."

- a. Identify the current status of each Underground Storage Tank (UST) and Aboveground Storage Tank (AST), name(s) of the regulatory agency(ies) that approved the closure of these UST and AST sites.
- b. Indicate whether the UST or AST resulted in groundwater contamination. If groundwater is impacted, then evaluate potential vapor intrusion onsite associated with groundwater contamination.
- c. DTSC is unable to evaluate whether vapor sampling and/or potential vapor intrusion risk was adequately addressed due to lack of relevant detailed information in the ND.

B-7

7. The ND states, "The project is located on a site that was formerly the location of Camp Callan, a military base." DTSC has determined the proposed project is located within or in close proximity to the Formerly Used Defense Site (FUDS) based, in part, on the United States Department of Defense ordnance maps. This FUDS site may contain abandoned munitions and explosives (collectively, ordnance) or other hazardous substances, which are considered hazardous materials as defined in section 25260 of the California Health and Safety Code. Significant impacts to human health and the environment may occur should workers encounter ordnance or other hazardous substances. DTSC recommends assessment and/or investigation be conducted in the project area prior to start of construction activities to ensure ordnance or hazardous materials

B-4 No building modifications/demolitions that would impact lead based paints or materials, asbestos, or mercury are anticipated for this project as no walls or roof structures would be modified or demolished. However, project construction documents will include a requirement that implementation of the project shall conform to all applicable and relevant laws and regulations relating to the inadvertent discovery of such hazards.

B-5 See response to number B-1.

B-6 See response to number B-1.

B-7. The Hazardous Materials Technical Study (HMTS; Geocon Incorporated 2014) prepared for the project site (Geocon Incorporated 2014). The HTMS evaluated the golf course for the presence of ordnance, (including a physical site survey and soils testing) including small arms munitions and concluded that the historical operations at Camp Callan have not significantly impacted the golf course. It recommended in the unlikely event that ordnance is discovered during project construction that the Department of Toxic Substances Control, together with the City's Local Enforcement Agency, and the US Army Corps of Engineers be contacted for guidance and direction. Furthermore, project construction would be halted immediately upon discovery ordnance and would not be restarted until the aforementioned agencies have been contacted and a course of action is approved by these agencies. These requirements are included in Section V (MMRP) of this MND under Hazards and Hazardous Materials. These mitigation measures will ensure that potential impacts from hazards will be less than significant.

Mr. Mark Brunette
April 25, 2017
Page 3

are not present onsite. For further safety information please visit:
<http://denix.osd.mil/uxo/index.cfm> and, for construction specific information, visit
[http://denix.osd.mil/uxo/index.cfm?p=safety-guides.](http://denix.osd.mil/uxo/index.cfm?p=safety-guides)"

B-8

8. If soil contamination is suspected or observed in the project area, then excavated soil should be sampled prior to export/disposal. If the soil is contaminated, it should be disposed of properly in accordance with all applicable and relevant laws and regulations. In addition, if the project proposes to import soil to backfill the excavated areas, proper evaluation and/or sampling should be conducted to make sure that the imported soil is free of contamination.

B-9

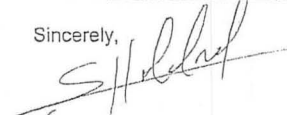
9. If the project development involves soil export/import, proper evaluation is required. If soil contamination is suspected or observed in the project area, then excavated soil should be sampled prior to export/disposal. If the soil is contaminated, it should be disposed of properly in accordance with all applicable and relevant laws and regulations. In addition, if imported soil was used as backfill onsite and/or backfill soil will be imported, DTSC recommends proper evaluation/sampling is necessary to ensure the backfill material is free of contamination.

B-10

10. If during construction/demolition of the project, soil and/or groundwater contamination is suspected, construction/demolition in the area should cease and appropriate health and safety procedures should be implemented. If it is determined that contaminated soil and/or groundwater exist, the ND should identify how any required investigation and/or remediation will be conducted, and the appropriate government agency to provide regulatory oversight.

If you have any questions regarding this letter, please contact me at (714) 484-5380 or email at Johnson.Abraham@dtsc.ca.gov.

Sincerely,



Johnson P. Abraham
Project Manager
Brownfields Restoration and School Evaluation Branch
Brownfields and Environmental Restoration Program - Cypress

kl/sh/ja

cc: See next page.

B-8 Refer to response B-1. No soil import is proposed.

B-9 Refer to response B-1. Soil and ground water contamination has not been observed nor is it suspect in the project area. However, project construction documents will include a requirement that implementation of the project shall conform to all applicable and relevant laws and regulations relating to the inadvertent discovery of such hazards.

B-10 Refer to response B-1.

Mr. Mark Brunette
April 25, 2017
Page 4

cc: Governor's Office of Planning and Research (via e-mail)
State Clearinghouse
P.O. Box 3044
Sacramento, California 95812-3044
State.clearinghouse@opr.ca.gov

Mr. Guenther W. Moskat, Chief (via e-mail)
Planning and Environmental Analysis Section
CEQA Tracking Center
Department of Toxic Substances Control
Guenther.Moskat@dtsc.ca.gov

Mr. Dave Kereazis (via e-mail)
Office of Planning & Environmental Analysis
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov

Mr. Shahir Haddad, Chief (via e-mail)
Schools Evaluation and Brownfields Cleanup
Brownfields and Environmental Restoration Program - Cypress
Shahir.Haddad@dtsc.ca.gov

CEQA# 2017041044

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State of California – Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 South Coast Region
 3883 Ruffin Road
 San Diego, CA 92123
 (858) 467-4201
 www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
 CHARLTON H. BONHAM, Director



CLEAR
 5-12-17
 C

Governor's Office of Planning & Research
 MAY 12 2017
 STATE CLEARINGHOUSE

May 12, 2017

Mark Brunette, Senior Planner
 City of San Diego Development Services Center
 1222 First Avenue, MS 501
 San Diego, CA 92101
DSDEAS@sanidiego.gov

Subject: Comments on the Mitigated Negative Declaration for the Torrey Pines South Golf Course, City of San Diego, San Diego County, California (Project #540657, SCH #2017041044)

Dear Mr. Brunette,

The California Department of Fish and Game (Department) has reviewed the above-referenced draft Mitigated Negative Declaration (MND) dated April 11, 2017. The comments provided herein are based on information provided in the draft MND and associated documents (including the Biological Resources Letter Report for the Torrey Pines South Golf Course Project, prepared by Helix Environmental Planning, dated April 3, 2017), our knowledge of sensitive and declining vegetation communities in the City of San Diego, and our participation in regional conservation planning efforts.

The Department is a Trustee Agency and a Responsible Agency pursuant to the California Environmental Quality Act (CEQA; Sections 15386 and 15381, respectively) and is responsible for ensuring appropriate conservation of the state's biological resources, including rare, threatened, and endangered plant and animal species, pursuant to the California Endangered Species Act (Fish and Game Code Section 2050 et seq.) and other sections of the Fish and Game Code. The Department also administers the Natural Community Conservation Planning (NCCP) Program. The City of San Diego (City) participates in the NCCP Program by implementing its approved Multiple Species Conservation Program (MSCP) Subarea Plan (SAP). According to the MND, portions of the project are located within the mapped Multi-Habitat Planning Area (MHPA). A MHPA boundary line correction (BLC) is proposed to correct MHPA mapping inaccuracies occurring over developed portions of the project.

The proposed MHPA BLC is currently limited to expanding portions of the MHPA boundary to match the parcel lines adjacent to the golf course. In our review of the supporting documents, portions of the South Course have the majority of sensitive habitat types (e.g., southern maritime chaparral and Diegan coastal sage scrub) included within the MHPA (regardless of the parcel line configuration), whereas sensitive habitat types that are shown to be added into the MHPA at the northern end of the South Course and North Course only extend up to the existing parcel lines.

According to the section 143.0140 (a) of the San Diego Municipal Code, "environmentally sensitive lands land that are outside of the allowable development area on a premises shall be left in a natural state and used only for those passive activities allowed as a condition of permit

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Conserving California's Wildlife Since 1870

Mark Brunette
 City of San Diego Development Services Center
 May 12, 2017
 Page 2 of 2

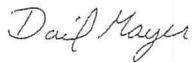
approval. The landowner may elect to offer to dedicate in fee the undeveloped remainder portion of the premises to the City to relieve the land owner of management and liability obligations associated with that portion of the premises. Otherwise, the passive activities allowed on the undeveloped remainder of the premises and any other conditions of the permit shall be incorporated into a covenant of easement that shall be recorded against title to the property, in accordance with procedures set forth in Section 143.0152. Additionally, the City's MSCP Implementing Agreement (Section 10.8 G.4.) states "The City of San Diego will obtain a covenant of easement, a conservation easement, fee title, or an irrevocable offer of dedication for the remainder of the parcel which will be recorded with the County Recorder and run with the land. The indirect impacts of development will be addressed in the Environmentally Sensitive Lands permit to ensure protection of the sensitive biological resources remaining on the premises outside of the development area."

C-1 In considering the balance of sensitive habitat (i.e., ESL) that occurs with the parcel boundary, we believe that the City is still be obligated to "conserve and manage" areas with ESL habitat outside the MHPA as part of the site development permit for the project. This could be accomplished via the applicable protection and noticing element and documented in the site development permit and supporting maps (i.e., show the ESL lands left in a natural state within the premises per 143.0140 [a]) and report in Habitrak and include as part of the MSCP annual report. We request for the City to provide additional discussion on their position on this matter, and the measures that the City uses to track and ensure the balance of sensitive habitat types that occur adjacent to the golf course into the MHPA is conserved. Additionally, for other projects similarly involving City-owned land, if a covenant of easement or similar overlay is not designated over such non-impacted lands, how will the City ensure they will be protected or identified in the future so that they are distinguished as being set aside as part of a previously approved project?

C-2

We appreciate the opportunity to comment on the MND for the project and to assist the City in further minimizing and mitigating project impacts to biological resources. If you have questions or comments regarding this letter, please contact either Paul Schlitt/NCCP at (858) 637-5510 or via e-mail at Paul.Schlitt@wildlife.ca.gov.

Sincerely,



for
 Gail K. Sevrens
 Environmental Program Manager
 South Coast Region

ec: Scott Morgan, State Clearinghouse, Sacramento
 David Zoutendyk, U.S. Fish and Wildlife Service, Carlsbad

- C-1 Since the City of San Diego owns the land in question, including the land outside the development area containing sensitive biological resources, the land is already owned in fee by the City of San Diego and is managed the City of San Diego. Therefore, the project complies with the Environmentally Sensitive Lands Regulations of the City of San Diego Municipal Code and the City's MSCP Implementing Agreement. The MHPA boundary line correction that is associated with this project will be captured by the 2017 MSCP annual report. City of San Diego MSCP Staff concurs with the response to this question.
- C-2 The impacts of other future city projects on ESL habitat are unknown at this time, so any future anticipated impacts would be speculative. However, each future project will be evaluated by qualified City staff on a case by case basis to ensure that the project conforms to the ESL regulations and the MSCP Implementing Agreement.



Campo Band of Mission Indians

Chairman Ralph Goff
Vice-Chairman Harry P. Cuero Jr.
Secretary Kerm Shipp
Treasurer Marcus Cuero
Committee Brian Connolly Sr.
Committee Steven M. Cuero
Committee Benjamin Dyche

May 8, 2017

Mark Brunette

City of San Diego Development Services Center

1222 First Avenue MS 501

San Diego, CA 92101

Dear Mark Brunette

Subject: Torrey Pines South Golf Course

D-1
After review of the Torrey Pines South Golf Course, Campo Band of Mission Indians requests the project plans, as well as any current or previous cultural surveys in the project area. If there are no current cultural survey, Campo Band of Mission Indians request that a cultural Survey be done to identify cultural resources in the project area.

Sincerely,

Ralph Goff

Chairman

Campo Band of Mission Indian

D-1 An archaeological record search of the project area with a one-mile radius search buffer was conducted at the South Coast Information Center (Records Search Results Letter dated April 3, 2017 by RECON) which indicated that the Torrey Pines Golf Course North District is the only cultural resource within the project area. Previous archaeological monitoring that occurred during recent renovations of the North Course determined that discovered cultural material is not considered significant due to lack of integrity. However, the Records Search Letter states while no significant cultural resources have been identified, qualified archaeologists and Native American monitors are recommended during the proposed project's ground disturbing activities in the event unknown significant cultural deposits are discovered.

Section V of both this Final MND and the Draft MND includes the City of San Diego's standard archaeological mitigation and monitoring measures which require qualified archaeological and Native American monitors be present during all of the proposed project's ground disturbing activities. A copy of the Records Search Results letter, together with the Final MND, which includes conceptual plans, has been mailed to Chairman Ralph Goff of the Campo Band of Mission Indians.

36190 Church Rd., Suite 1 Campo, CA 91906 Phone: (619) 478-9046 Fax: (619) 478-5818



SAN PASQUAL BAND OF MISSION INDIANS

SAN PASQUAL RESERVATION

May 15, 2017

TRIBAL COUNCIL

Allen E. Lawson
Chairman

Victoria Diaz
Vice-Chairman

Tilda Green
Secretary-Treasurer

David L. Toler
Delegate

Stephen W. Cope
Delegate

Mark Brunette
City of San Diego Development Services Center
1222 First Avenue, MS 501
San Diego, CA 92101

Project Name: Torrey Pines South Golf Course
Project No. 540657 / SCH No. TBD

Dear Mr. Brunette:

The improvements in your proposed project are understandable as they will enhance Torrey Pines Golf Course, but when any kind of excavation takes place on Kumeyaay ancestor lands we become concerned. When the Golf Course was originally developed there were many sites destroyed. So we request that care be taken when excavation phase of project commences and want a Native American monitor to be at the project.

Please feel free to contact us at (760) 749-3200, with any further questions.

Sincerely,

David L. Toler
Councilman

E-1 An archaeological record search of the project area with a one-mile radius search buffer was conducted at the South Coast Information Center (Records Search Results Letter dated April 3, 2017 by RECON) which indicated that the Torrey Pines Golf Course North District is the only cultural resource within the project area. Previous archaeological monitoring that occurred during recent renovations of the North Course determined that discovered cultural material is not considered significant due to lack of integrity. However, the Records Search Letter states while no significant cultural resources have been identified, qualified archaeologists and Native American monitors are recommended during the proposed project's ground disturbing activities in the event unknown significant cultural deposits are discovered.

Section V of both this Final MND and the Draft MND includes the City of San Diego's standard archaeological mitigation and monitoring measures which require qualified archaeological and Native American monitors be present during all of the proposed project's ground disturbing activities. A copy of the Records Search Results letter, together with the Final MND, which includes conceptual plans, has been mailed to Councilman David L. Toler of the San Pasqual Band of Mission Indians.

P.O. Box 365 • 16400 KUMEYAAY WAY, VALLEY CENTER, CA 92082

PHONE 760-749-3200 • FAX 760-749-3876 • WWW.SANPASQUALBANDOFMISSIONINDIANS.ORG

RINCON BAND OF LUISEÑO INDIANS

Cultural Resources Department

1 W. Tribal Road · Valley Center, California 92082 ·
(760) 297-2330 Fax:(760) 297-2339



April 19, 2017

Mark Brunette
City of San Diego
Development Services Center
1222 First Avenue, MS 501
San Diego, CA 92101

Re: Torrey Pines South Golf Course

Dear Mr. Brunette:

This letter is written on behalf of the Rincon Band of Luiseño Indians. Thank you for inviting us to submit comments on the Torrey Pines South Golf Course Project. Rincon is submitting these comments concerning your projects potential impact on Luiseño cultural resources.

F-1 The Rincon Band has concerns for the impacts to historic and cultural resources and the finding of items of significant cultural value that could be disturbed or destroyed and are considered culturally significant to the Luiseño people. This is to inform you, your identified location is not within the Luiseño Aboriginal Territory. We recommend that you locate a tribe within the project area to receive direction on how to handle any inadvertent findings according to their customs and traditions.

If you would like information on tribes within your project area, please contact the Native American Heritage Commission and they will assist with a referral.

Thank you for the opportunity to protect and preserve our cultural assets.

Sincerely,

Vincent Whipple
Manager
Rincon Cultural Resources Department

F-1 Comment noted. Notice of the draft MND preparation was provided to all Native American Groups that could have an interest in the proposed project. Comment letters were received from the Campo Band of Mission Indians (Letter D) and the San Pasqual Band of Mission Indians (Letter E) which are responded to under the D-1 and E-1 responses respectively.

Bo Mazzetti
Tribal Chairman

Tishmall Turner
Vice Chairwoman

Steve Stallings
Council Member

Laurie E. Gonzalez
Council Member

Alfonso Kolb
Council Member



San Diego County Archaeological Society, Inc.

Environmental Review Committee

24 April 2017

To: Mr. Mark Brunette
Development Services Department
City of San Diego
1222 First Avenue, Mail Station 501
San Diego, California 92101

Subject: Draft Mitigated Negative Declaration
Torrey Pines South Golf Course
Project No. 540657

G-1 The archaeological mitigation and monitoring program that is identified in Section V of this MND is the standard City of San Diego archaeological mitigation and monitoring language and is consistent with the requirements of the City of San Diego Historical Resources Guidelines.

Dear Mr. Brunette:

I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society.

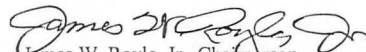
Based on the information contained in the DMND and initial study, we have the following comments:

G-1

1. In mitigation measure C.1, the "appropriate institution" must meet the standards of the State Historic Resources Commission's *Guidelines for the Curation of Archaeological Collections*, dated May 7, 1993.
2. In C.2, "and/or" seems incorrect. The state law *must* be complied with but the "and/or" suggests that the City is possibly sanctioning not doing so.

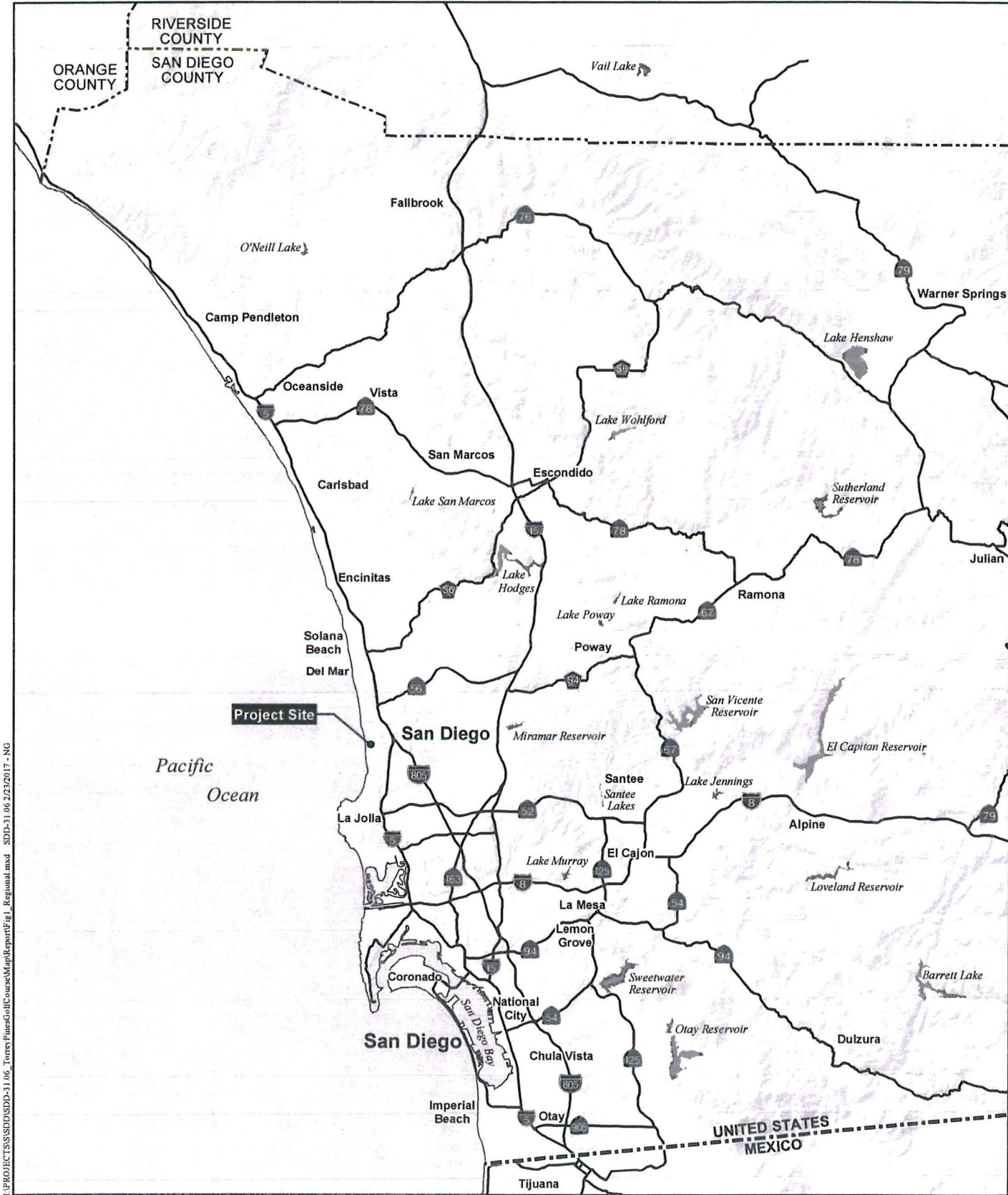
Thank you for providing this DMND for our review and comment.

Sincerely,


James W. Royle, Jr., Chairperson
Environmental Review Committee

cc: SDCAS President
File

P.O. Box 81106 San Diego, CA 92138-1106 (858) 538-0935



I:\PROJECTS\SD\SD\SD-31.06_TorreyPinesGolfCourse\MapleReport\Fig_Regional.mxd SDD-31.06 2/23/2017 - NG

Regional Location

TORREY PINES SOUTH COURSE



I:\PROJECTS\SDD\SDD-31.06_TorreyPinesGolfCourse\Map\Report_BLR\Fig3_Aerial.mxd SDD-31.06.2/23/2017 - NG



Project Vicinity (Aerial Photograph)

TORREY PINES SOUTH COURSE





TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS

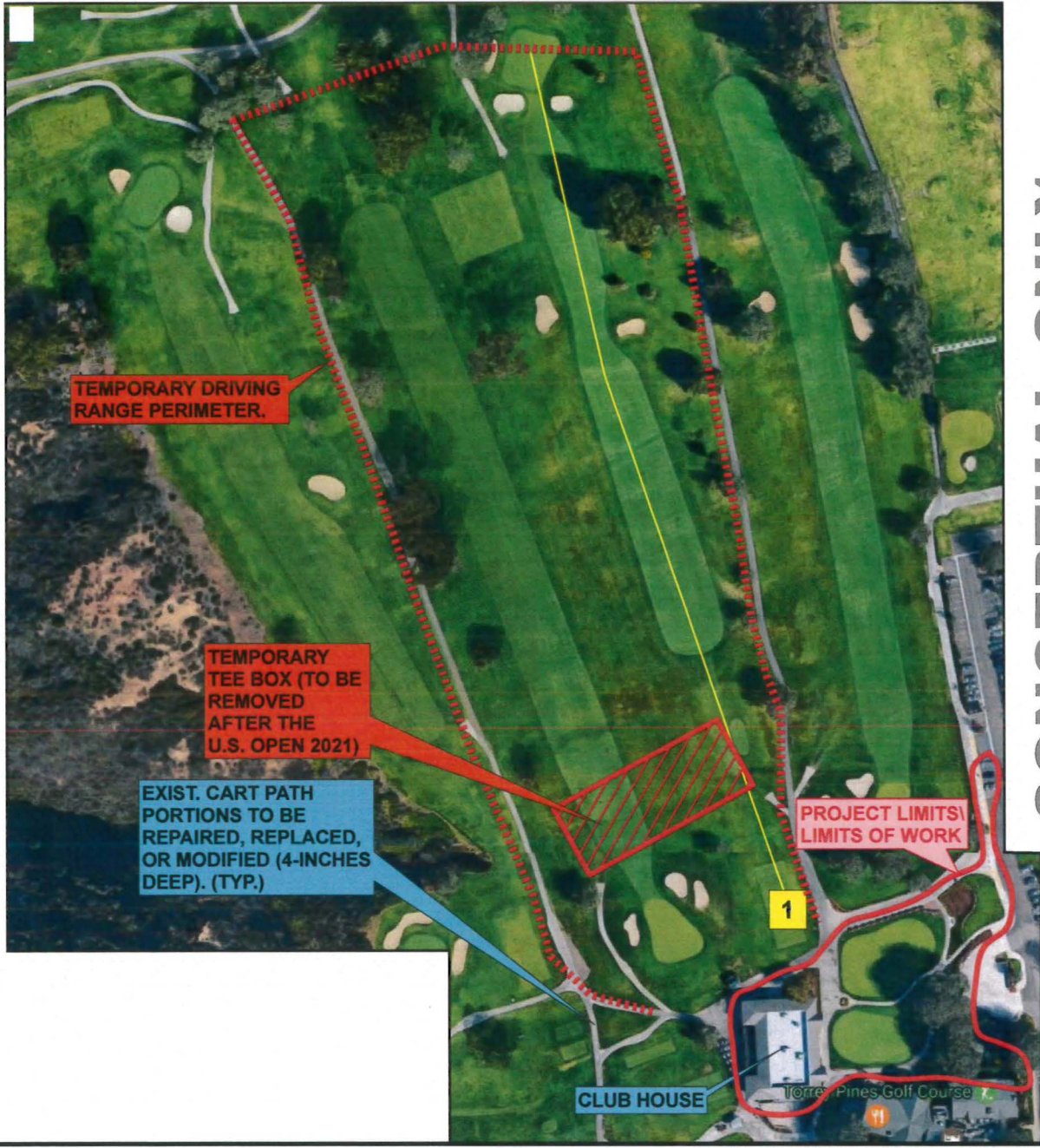
Torrey Pines South Golf Course Improvement
 Appendix A - Mitigated Negative Declaration

SAP ID: B17063

March 23, 2017

Figure 1 186 Page

**TORREY PINES SOUTH GOLF COURSE
IMPROVEMENTS**



CONCEPTUAL ONLY

SEE FIGURE 3 FOR CONTINUATION

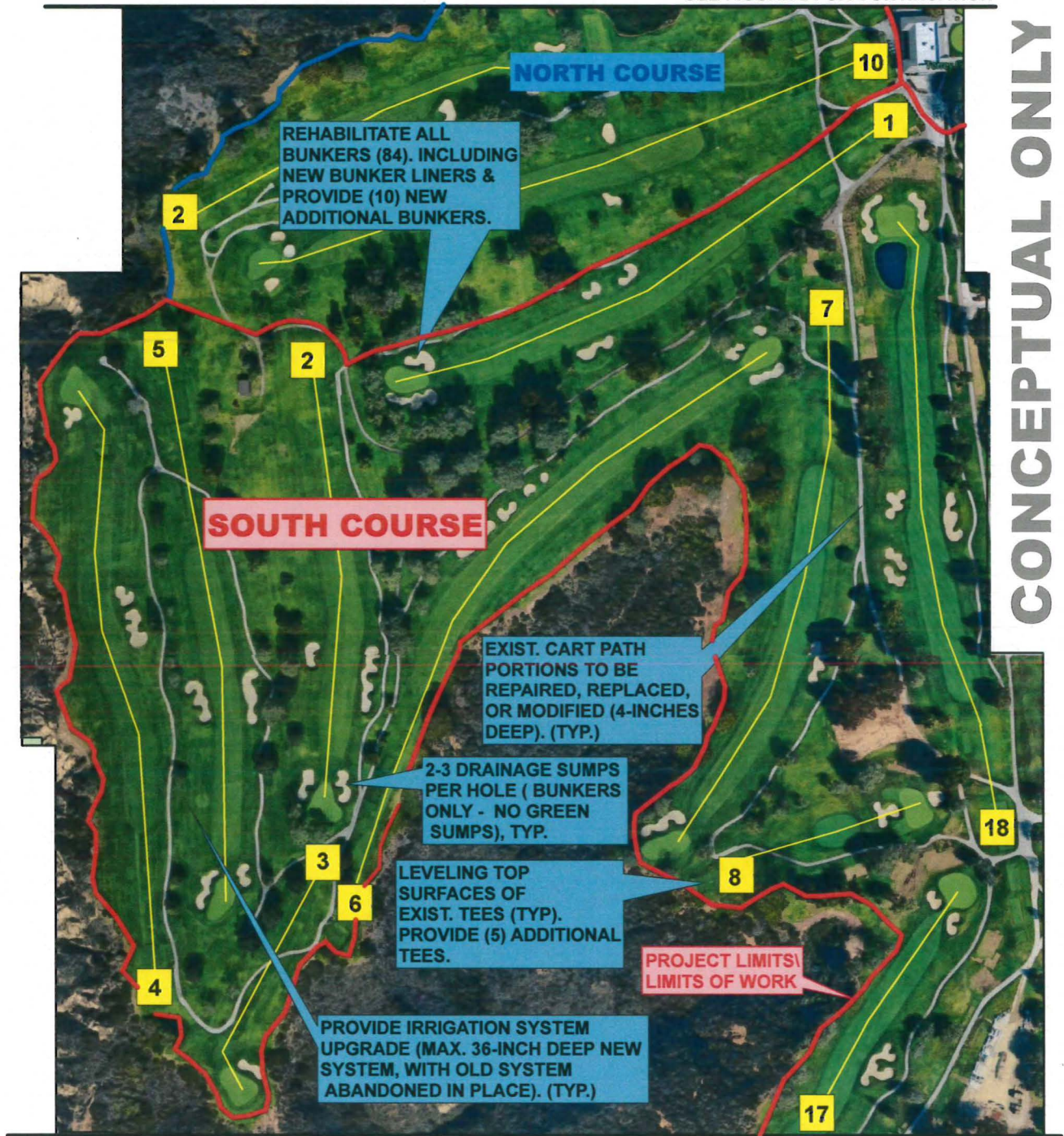
PARTIAL PLAN OF THE NORTH COURSE



The City of
SAN DIEGO Public Works **FIGURE 2**
PROJECT IMPLEMENTATION DIVISION SAP ID: B17063
Date: February 28, 2017

TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS

SEE FIGURE 2 FOR CONTINUATION



CONCEPTUAL ONLY

SEE FIGURE 4 FOR CONTINUATION

PARTIAL PLAN OF THE NORTH & SOUTH COURSE



The City of
SAN DIEGO Public Works **Figure 3**

PROJECT IMPLEMENTATION DIVISION SAP ID: B17063

Date: February 28, 2017

TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS

SEE FIGURE 3 FOR CONTINUATION



SEE FIGURE 5 FOR CONTINUATION

CONCEPTUAL ONLY

PARTIAL PLAN OF THE SOUTH COURSE



The City of
SAN DIEGO Public Works **Figure 4**

PROJECT IMPLEMENTATION DIVISION SAP ID: B17063

Date: February 23, 2017

TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS

SEE FIGURE 4 FOR CONTINUATION



PARTIAL PLAN OF THE SOUTH COURSE



CONCEPTUAL ONLY

The City of
SAN DIEGO Public Works
PROJECT IMPLEMENTATION DIVISION

Figure 5

SAP ID: B17063

Date: March 23, 2017

S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Park & Rec Projects\TP South Deferred Maintenance_US Open Proj Improvements\CIPTracking\Conceptual Dwg

TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS



PARTIAL PLAN - ADA IMPROVEMENTS



CONCEPTUAL ONLY

KEY NOTES:

- | | |
|---|--|
| <p>1 Accessible Parking:
Restripe (6) accessible parking spaces.
Relocate (6) pole signs and add "\$250 Min. Fine" signage.</p> <p>2 Walkway:
Remove and replace approximate 600SF of concrete to comply with slopes percentages.</p> <p>3 Signage:
Install (8) directional signs.
Install (1) site directory signs (Informational signs).</p> | <p>4 Restrooms:
Readjust (2) door closer and install door stops.</p> <p>5 Drinking Fountain:
Lower Drinking Fountain.</p> <p>6 Pro Shop counter:
Modify counter (detail to be provided in report).</p> <p>7 Existing Stairways (2):
Restripe all treads.</p> |
|---|--|

The City of
SAN DIEGO Public Works **Figure 6**

PROJECT IMPLEMENTATION DIVISION SAP ID: B17063

Date: February 28, 2017

INITIAL STUDY CHECKLIST

1. Project Title/Project Number: **TORREY PINES SOUTH GOLF COURSE/540657**

2. Lead agency name and address:

City of San Diego
Department of Development Services
1222 First Avenue, MS 501
San Diego, CA 92101

3. Contact person and phone number: **Mark Brunette/ (619) 446-5379**

4. Project location:

11480 North Torrey Pines Road in the University Community Plan Area and Council District 1. (See attached location maps).

5. Project Applicant/Sponsor's name and address:

City of San Diego Public Works Department – Engineering and Capital Projects, Right of Way Design Division

6. General Plan designation:

The project site is designated for Park land use by the University Community Plan and Park, Open Space and Recreation by the General Plan.

7. Zoning:

The proposed project is the within the first public roadway and the following zones: OP-1-1, RS-1-14, Coastal Zone Appealable, and Coastal Zone Deferred Certification.

8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):

A SITE DEVELOPMENT PERMIT (SDP) for permanent improvements to the Torrey Pines South Golf Course and temporary improvements to the Torrey Pines North Golf Course. Portions of the project are located within the mapped Multi-Habitat Planning Area (MHPA). A MHPA Boundary Line Correction is proposed to correct MHPA mapping inaccuracies occurring over developed portions of the project site.

The project will include permanent improvements within the limits of the Torrey Pines South Golf Course, on the bunkers, fairways and tee boxes, and in and around the clubhouse facility, golf course parking lot, and pedestrian walkway areas in order to complete ADA upgrades compliant with state and federal law. A temporary driving range would be placed on the North Course during the 2021 U.S. Open Championship golf tournament and would be removed at the end of the tournament. The project is located within the University Community Plan Area and Council District

1. Please refer to the attached location maps and the Initial Study for a more detailed project description.

In preparation of the 2021 U.S. Open, the City of Sand Diego proposes course improvements and facility upgrades to meet United States Golf Association (USGA) standards and federal and state laws in compliance with the Americans with Disabilities Act (ADA). There will be a construction moratorium from October 16th to February 28th each year to accommodate the annual Professional Golfers' Association's Farmers Insurance Open golf tournament held in January. The project will require two major construction phases that must occur in 2018 and 2019 observing this moratorium in order for proper completion of the growth establishment period of impacted turf areas to occur in advance of the USGA 2021 U.S. Open Championship.

All work will occur within the limits of the developed portions of the golf course only, and will not encroach into any native/sensitive habitat and/or canyon areas. Proposed course and ADA improvements include the following:

- Abandonment of the existing irrigation system and installation of a new irrigation system (maximum 36 inches deep) throughout the South
- Drainage improvements including minor re-contouring of grades for surface flow and installation of 2-3 new drainage sumps (101W x 101L x 101D per sump) and underground piping on each hole of the South Course (#1-18) for the collection of water accumulation occurring in course bunkers
- Rehabilitation of 84 existing bunkers and installation of new bunker liners to improve drainage conditions
- Addition or relocation of up to ten (10) new bunkers*
- Addition of up to five (5) new tee boxes *
- Sod replacement and repair of disturbed/impacted areas
- Leveling of the surface of existing tee boxes to improve overall tee box conditions
- Minor cart path repair/replacement and/or addition to/modification of sections of the existing cart path system (2 inches deep)
- Restripe accessible parking spaces and relocate pole signs, remove and replace concrete walk way (approx. 600 square feet), install directional signs, replace curb ramp, re-install a lower drinking fountain, modify pro-shop counter, restripe existing stairways, re-adjust bathroom doors and install door stops, and replace toilet paper dispensers
- This project will also include the installation of a temporary turfed driving range tee box extending from east to west across the south end of holes 1 and 18 on the North Course (see attached temporary tee box construction drawing example). Holes #1 and 18 will serve as a temporary driving range practice facility during the 2021 U.S. Open Championship golf tournament, and the temporary driving range tee box will be removed following the conclusion of the event (see attached conceptual drawings - Figure 2).

*Exact location of new tee boxes (up to 5) and addition/relocation of new bunkers (up to 10) to be determined by USGA at a future date. All improvements would be restricted to occur within the developed portion of the golf course.

9. Surrounding land uses and setting: Briefly describe the project's surroundings:

The proposed project is part of the existing Torrey Pines Golf Course, which was initially constructed in the late 1950s, and is bounded by Torrey Pines State Natural Reserve to the north and west. The reserve is characterized by steep bluffs, beyond which is the Pacific Ocean. North Torrey Pines Road is to the east, beyond which are Torrey Pines State Natural Reserve and corporate and technical centers including pharmaceutical laboratories and hotels.

Elevations on the proposed project range from approximately 323 feet above mean sea level (AMSL) near the southwestern proposed project to approximately 423 feet AMSL in the northwestern portion of the site. The topography is generally flat to undulating, with the terrain modified to serve the land use of the site. Three soil types are mapped within the proposed project: Carlsbad gravelly loamy sand (two to five percent slopes), Carlsbad gravelly loamy sand (five to nine percent slopes), and terrace escarpments (Natural Resources Conservation Service 2017).

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):

Coastal Development Permit from the California Coastal Commission

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

Consultation has not been requested for the area of project effect (APE).

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input checked="" type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Recreation |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Transportation/Traffic |
| <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Noise | <input type="checkbox"/> Utilities/Service System |
| | | <input type="checkbox"/> Mandatory Findings Significance |

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial evaluation:

- The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required.
- Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis.)
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses”, as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or (mitigated) negative declaration. *Section 15063(c)(3)(D)*. In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less Than Significant With Mitigation Measures Incorporated”, describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion. Please note, all reports and documents mentioned in this document are available for public review in the Entitlements Division on the Fifth Floor of 1222 First Avenue, San Diego.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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I) AESTHETICS – Would the project:

a) Have a substantial adverse effect on a scenic vista?

The proposed project includes minor re-contouring of existing grades at the existing Torrey Pines South Golf Course within the limits of the existing golf course, but the overall grade of the golf course would not change. No new or modified structures are proposed with this project. All existing trees and the majority of the existing landscaping would be preserved in place. All disturbed areas would be revegetated with turf grass for the fairways and tee boxes, and adjacent areas would be planted with low water use non-invasive plants that are compatible with the existing landscaping. In addition, the project would not remove any existing protected or community designated trees. In summary, the south golf course would retain substantially the same appearance as currently exists. Therefore, the proposed project would have no significant impacts to public scenic vistas and no mitigation would be required.

b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

See answer to I.a. above. In addition, the project would not damage any existing scenic rock outcroppings, or historic buildings (Refer to V.a.) as none of these features are located within the boundaries of the proposed project. Furthermore, the project site is not located near a state scenic highway.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

See answer to I.a and I.b. above.

d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

The project does not include any new or modified light sources such as new or replacement street lights, and the project would not utilize highly reflective materials. In addition, no substantial sources of light would be generated during project construction, as construction activities would occur during daylight hours. The project would also be subject to the City's Outdoor Lighting Regulations per Municipal Code Section 142.0740.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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II) AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:

a) Converts Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The project would occur within the boundaries of an existing public golf course which is not designated for agricultural use or farmland. In addition, agricultural land is not present in the vicinity of the project.

b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

Refer to II.a.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

The project would occur within the boundaries of an existing public golf course which is not designated as forest land. In addition, forest land is not present in the vicinity of the project.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

Refer to II.c.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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| e) <input type="checkbox"/> Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not propose a change in land use and would not result in the conversion of Farmland since no Farmland exists within, or in the vicinity, of the project boundaries.

III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied on to make the following determinations - Would the project:

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| a) <input type="checkbox"/> Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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The proposed golf course improvements would not involve any future actions that would generate a substantial increase in air quality emissions as a result of the proposed use (e.g. increased vehicle miles traveled). However, emissions would occur during the construction phase of the project and could increase the amount of harmful pollutants entering the air basin. The emissions would be minimal and would only occur temporarily during construction. When appropriate, dust suppression methods would be included as project components. As such, the project would not conflict with the region’s air quality plan.

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| b) <input type="checkbox"/> Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Refer to III.b

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| c) <input type="checkbox"/> Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and implementation of Best Management Practices would reduce potential impacts related to construction activities to below a level of significance. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards.

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| d) <input type="checkbox"/> Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Construction operations could temporarily increase the emissions of harmful pollutants, which could affect sensitive receptors adjacent to the project. However, construction emissions would be temporary and it is anticipated that implementation of construction BMPs would reduce potential impacts related to construction activities to minimal levels. Therefore, the project would not expose sensitive receptors to substantial pollutant concentrations.

- e) Create objectionable odors affecting a substantial number of people?

Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors would dissipate into the atmosphere upon release and would only remain temporarily in proximity to the construction equipment and vehicles. Therefore, the project would not create odors affecting a substantial number of people.

IV. BIOLOGICAL RESOURCES – Would the project:

- a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Direct Impacts

A Biological Resources Letter Report (BLR) for the Torrey Pines South Golf Course Project was prepared by Helix Environmental Planning (Revised March 2017). The BLR analyzed the impacts of the proposed project on the biological resources located in the vicinity of the project and concluded that the proposed project would not result in any direct impacts to upland or wetland habitat, and, therefore, no mitigation for potential direct impacts would be required. The BLR also determined that the proposed project would have no direct impacts to jurisdictional Waters of the U.S. or State.

Indirect Impacts

The proposed project may include use of construction materials or construction equipment fluids that may potentially enter the Multi-Habitat Planning Area (MHPA) of the Multiple Species Conservation Program. In addition, due to the occurrence of MHPA wildlife habitat adjacent to the proposed project area, elevated noise levels during construction activities could potentially interfere with wildlife utilization of the MHPA. Further, the proposed project disturbance/impact areas could result in conditions suitable for non-native, invasive species that may invade and/or increase within and adjacent to the MHPA. However, implementation of the Mitigation and Monitoring requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant indirect impacts to the MHPA to a less than significant level.

Section V also includes specific mitigation measures for protection of biological resources during construction, and mitigation measures for the protection of the California

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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gnatcatcher and general avian species including raptors. These mitigation measures, together with implementation of the MSCP Land Use Adjacency Guidelines, would reduce potentially significant indirect impacts on sensitive biological resources to a less than significant level.

- b) Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Refer to IV.a No direct impacts to wetland habitat or jurisdictional waters would result from the proposed project.

- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Refer to IV.a. and b.

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Due to the fact the proposed golf course improvements would occur entirely within the boundary of the existing golf course, the BLR concluded that the project would have no impacts on wildlife corridors and would not alter the local movement of wildlife, and thus would not be considered significant under CEQA.

- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Refer to IV.a. The project would comply with all local policies and ordinances protecting biological resources including satisfying mitigation requirements for impacts to sensitive biological resources in accordance with the City of San Diego Multiple Species Conservation Program and the City of San Diego Biology Guidelines. The project is located adjacent to the Multi-Habitat Planning Area (MHPA) and is therefore subject to the MSCP City of San Diego Subarea Plan MHPA land use agency guidelines. These guidelines are included as mitigation measures under Section V of this Mitigated Negative Declaration which would reduce potentially significant indirect impacts to habitat and wildlife in the MHPA to a less than significant level.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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| f) <input type="checkbox"/> Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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Refer to IV.a and IV.e. The project would not conflict with any local conservation plans including the MSCP City of San Diego Subarea Plan.

V. CULTURAL RESOURCES – Would the project:

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| a) <input type="checkbox"/> Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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A Historical Resources Technical Report for the Torrey Pines Golf Course was prepared by ASM Affiliates (April 2014). This report concluded that because of the loss of integrity of the South Course, it is not individually eligible for designation as a historic resource, nor is a larger historic district, that would include both the North Course and South Course, eligible for historic designation. The report determined that the North Course is eligible for the California Register of Historical Resources designation.

The current clubhouse is also not the original one constructed in 1957, nor are the practice greens on the east side of the club house. Non-contributing resources include the other three restroom buildings, clubhouse, the lodge, driving range, and ponds, all of which were constructed after the end of the period of historical significance. Therefore, the proposed ADA improvements would not have any adverse impacts to the significance of an historical resource.

A subsequent Historical Record Search Results Report, prepared by RECON (March 1, 2017), concluded that the proposed temporary turfed driving range tee box between holes 1 and 18 would have minimal impacts and would not affect the playability. The report further concluded the North Course will retain enough integrity to still convey its historical significance and the temporary tee box will be removed after the U.S. Open and the area will be returned to its present condition. For the above reasons, this report concluded that the impacts of the proposed project on the North Course would be less than significant. Both of the above referenced reports have been reviewed by qualified City of San Diego Historic Review staff, and City staff concurs with the conclusion of the reports that the proposed project would have a less than significant impact on historical resources.

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| b) <input type="checkbox"/> Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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A Records Search Results Report (RSR) for the Torrey Pines South Deferred Maintenance/U.S. Open Improvements Project was prepared by RECON (March 1, 2017). The RSR concluded the proposed project has the potential to adversely impact unknown archaeological deposits. Similar cultural materials, as those found during improvement at the North

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Course, or buried features, maybe exposed during improvements to the South Course. Project impacts to unknown significant deposits could be significant; The RSR therefore recommends that qualified archaeologists and Native American monitor be present during all improvements that require ground disturbing activities such as grading, contouring and trenching.

In the event that unknown cultural resources or significant features are encountered during construction monitoring, the archaeological and Native American monitors will be authorized to temporarily divert ground disturbance in the area of discovery until the significance and the appropriate mitigation measures are determined. If human remains are discovered, work shall halt in that area and the procedures set forth in the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) will be followed. With the implementation of construction monitoring, the project would result in impacts below a significant level. The above referenced mitigation and monitoring measures are described in greater detail under Section V of this MND.

- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

The geology of the project site consists of Ardath Shale and Scripps formations overlain by the Linda Vista formation according to the City of San Diego La Jolla Quadrangle geologic map. The City of San Diego CEQA Significance Determination Thresholds state that the Ardath Shale and Scripps formations are both highly sensitive for the discovery of paleontological resources.

The thresholds state that monitoring is required when either excavation exceeds 10 feet in depth and excavation is greater than 1,000 cubic yards in a highly sensitive formation, or a highly sensitive formation is present near the ground surface. While excavation depth may not exceed the 10-foot depth threshold, there is the possibility that highly sensitive geological formations, which have the potential to contain paleontological resources, are present near the surface. Therefore, a qualified paleontological monitor will be required to be present during all of the proposed project's ground disturbing activities to reduce potentially significant impacts on paleontological resources to a less than significant level.

Specific information on paleontological resource impact mitigation can be found within the Mitigation, Monitoring and Reporting Program under Section V of this MND.

- d) Disturb any human remains, including those interred outside of formal cemeteries?

No cemeteries, formal or informal, have been identified on or adjacent to the project site. While there is a possibility of encountering human remains during subsequent project construction activities, if remains are found monitoring would be required. In addition, per CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5), if human remains are discovered during construction, work would be required to halt in that area and no soil would be exported off-site until a

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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determination could be made regarding the provenance of the human remains via the County Coroner and other authorities as required.

VI. GEOLOGY AND SOILS – Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

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| i) <input type="checkbox"/> Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. Therefore risks from rupture of a known earthquake fault would be below a level of significance.

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| ii) <input type="checkbox"/> Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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See VI.a.i. above. The project would be required to utilize proper engineering design and standard construction practices to ensure that the potential for impacts from ground shaking would be below a level of significance.

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| iii) <input type="checkbox"/> Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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See VI.a above. According to the City of San Diego General Plan EIR, sites underlain by relatively loose, saturated deposits of fill, such as those found along the San Diego Bay, Mission Valley, and Downtown San Diego are susceptible to liquefaction. The project site is not located in these areas. Additionally, the project does not propose changes to the current use of the site, nor the addition of habitable structures which would expose more people to seismic-related ground failure, including liquefaction. No impact would occur.

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| iv) <input type="checkbox"/> Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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See VI.a. above. The geology of the project site consists of Ardath Shale and Scripps formations overlain by the Linda Vista formation, which is comprised of marine, beach, and non-marine sediments (ASM Affiliates 2014b). Ardath Shale and Scripps Formation are sedimentary rocks that may contain planes of weakness. Based on the City of San Diego General Plan EIR (City 2008), the coastal bluffs in the Torrey Pines area "have experienced sizeable landslides where over-steepening of the sea cliff has resulted in unstable conditions." The project site is adjacent to coastal bluffs; however, improvements to the golf course associated with the proposed project would not result

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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in alterations to these adjacent sea cliffs. Because the proposed project would not alter the existing use of the site or introduce new uses, and would not alter the adjacent coastal bluffs, no impact associated with landslides would occur.

- b) Result in substantial soil erosion or the loss of topsoil?

Refer to VI.a. All graded and re-contoured areas of the golf course would be replanted with landscaping to prevent erosion. In addition, the project would involve grading activities within the existing Torrey Pines Golf Course (TPGC). Such activities have the potential to cause erosion and the downstream transport of sediment (sedimentation). These potential impacts would be addressed through conformance with applicable requirements under the NPDES Construction General Permit. Such requirements typically involve the preparation and implementation of an approved Storm Water Pollution Prevention Plan (SWPPP), including the use of appropriate erosion and sediment control best management practices (BMPs) from standard industry sources such as the California Stormwater Quality Association (CASQA 2009). Specifically, these BMPs typically include efforts/facilities such as implementing a Construction Site Monitoring Program (CSMP) and (if applicable) a Rain Event Action Plan (REAP), minimizing land clearing, appropriate scheduling (i.e., to avoid work during inclement weather), and the use of erosion and sediment control measures including geotextiles, mulching, mats, plastic sheets/tarps, fiber rolls, soil binders, inlet filters, temporary sediment basins, compost blankets, stabilized construction access points/sediment stockpiles, and properly fitted covers for sediment transport vehicles. Based on the implementation of appropriate erosion and sediment control measures as part of an approved SWPPP under the NPDES Construction General Permit, potential impacts related to erosion and sedimentation hazards from the project would be less than significant.

- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Refer to VI.a. and b. In addition, no grading is proposed beyond the limits of the existing golf course and, therefore, the existing setback between the coastal bluff edge and the golf course would be maintained. Furthermore, proper engineering design and utilization of standard construction practices would ensure that the potential impacts would be less than significant.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Refer to VI.a.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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e) <input type="checkbox"/> Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Refer to VI.a. In addition, no septic or alternative wastewater systems are proposed since the scope of the project is implement improvements to an existing golf course.

VII. GREENHOUSE GAS EMISSIONS – Would the project:

a) <input type="checkbox"/> Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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In December 2015, the City adopted a Climate Action Plan (CAP) that outlines the actions that City will undertake to achieve its proportional share of State greenhouse gas (GHG) emission reductions. The purpose of the Climate Action Plan Consistency Checklist (Checklist) is to, in conjunction with the CAP, provide a streamlined review process for proposed new development projects that are subject to discretionary review and trigger environmental review pursuant to the California Environmental Quality Act (CEQA).

Analysis of GHG emissions and potential climate change impacts from new development is required under CEQA. The CAP is a plan for the reduction of GHG emissions in accordance with CEQA Guidelines Section 15183.5. Pursuant to CEQA Guidelines Sections 15064(h)(3), 15130(d), and 15183(b), a project’s incremental contribution to a cumulative GHG emissions effect may be determined not to be cumulatively considerable if it complies with the requirements of the CAP.

This Checklist is part of the CAP and contains measures that are required to be implemented on a project-by-project basis to ensure that the specified emissions targets identified in the CAP are achieved. Implementation of these measures would ensure that new development is consistent with the CAP’s assumptions for relevant CAP strategies toward achieving the identified GHG reduction targets. Projects that are consistent with the CAP as determined through the use of this Checklist may rely on the CAP for the cumulative impacts analysis of GHG emissions. Projects that are not consistent with the CAP must prepare a comprehensive project-specific analysis of GHG emissions, including quantification of existing and projected GHG emissions and incorporation of the measures in this Checklist to the extent feasible. Cumulative GHG impacts would be significant for any project that is not consistent with the CAP.

Under Step 1 of the CAP Checklist the proposed project is consistent with the existing General Plan and Community Plan land use designations, and zoning designations for the project site because these open space, residential and recreation designations allow the existing golf course use and proposed improvements to this use. Therefore, the proposed project is consistent with the growth projections and land use assumptions used in the CAP.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Furthermore, completion of the Step 2 of the CAP Checklist for the project demonstrates that the CAP strategies for reduction in GHG emissions are not applicable to the project because it is a golf course improvement project with no proposed new habitable structures, and does not require a building permit or certificate of occupancy.

Therefore, the project has been determined to be consistent with the City of San Diego Climate Action Plan, would result in a less than significant impact on the environment with respect to Greenhouse Gas Emissions, and further GHG emissions analysis and mitigation would not be required.

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| b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Refer to VII.a.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

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| a) Create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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Construction of the project may require the use of hazardous materials (e.g. fuels, lubricants, solvents, etc.) which would require proper storage, handling, use and disposal. Construction specifications would include requirements for the contractor regarding where routine handling or disposal of hazardous materials could occur and what measures to implement in the event of a spill from equipment. Compliance with contract specifications would ensure that potential hazards are minimized to below a level of significance.

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| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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The project is located on a site that was formerly the location of Camp Callan, a military base. Based on the Hazardous Materials Technical Study (HMTS; Geocon Incorporated 2014) prepared for the project, the former Camp Callan is currently under the oversight of the Department of Toxic Substances Control (DTSC). The portions of Camp Callan associated with the project site include a 25-acre grenade court that was located in the present day area of the clubhouse and portions of holes 1, 2, and 3 at the North Course, and the 2,298-acre Range Complex No. 2 which occupied the present day locations of holes 5, 6, 7, and 8 of the North Course. Investigations at the project site have not found munitions and explosives of concern (MEC) or munitions debris (MD) in the grenade court or within former Ranch Complex No. 2. Grounds keeping staff at the TPGC have historically found small arms projectiles and empty cartridge cases on the golf course. Site inspections conducted in 1996 identified .45 and .30 caliber projectiles in former Range Complex No.2, which includes a portion of the project site. Additional inspections in 2009 revealed no munitions and

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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explosives of concern (MEC) or munitions debris (MD) in the project area. In the unlikely event that small arms projectiles, empty cartridge cases, or other unknown MD are encountered during site preparation, a potentially significant impact related to the release of hazardous materials would occur. Mitigation would require a work stoppage by the construction contractor if small arms projectiles, empty cartridge cases, or any other unknown munitions debris are encountered during site preparation activities. The construction contractor would be required to coordinate with the City's Local Enforcement Agency (LEA) and the DTSC and implement removal procedures as directed by the DTSC. A work stoppage and implementation of removal procedures in compliance with DTSC requirements would reduce potentially significant impacts associated with unknown munitions debris to below a level of significance. The MMRP detailed in Section V of the MND would ensure implementation of the above-described mitigation at the project specific level. In addition to the potential for release of hazardous materials associated with the former Camp Callan, herbicides and pesticides have historically been applied to the project site (Geocon Incorporated 2014). The project does not propose hauling of soil off-site, and as such, impacts associated with herbicide and pesticide use at the site would be less than significant.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

There are no schools located within one-quarter mile of the project site; therefore, no such hazards would result. No impact would occur.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

The project site is listed on a number of government databases, including Underground Storage Tanks (UST), Aboveground Storage Tanks (AST), San Diego County Hazardous Materials Management Division, SWEEPS UST (Statewide Environmental Evaluation and Planning Systems USTs), and CHMIRS (California Hazardous Material Incident Report System). EnviroStor also lists the project site, due to its former use as a portion of Camp Callan. Additionally, off-site properties/facilities within 1/8 mile radius of the project site were listed in a number of databases, but these properties were all determined to be unlikely to negatively affect the project site.

The HMTS determined that historical operation of USTs and current operation of an AST at the project site have not negatively affected the project site. The San Diego County Hazardous Materials Management Division lists the project site as a location that has applied various fungicides, insecticides, and herbicides from 2011 through April 2014. As discussed in response VIII(b) above, the historical use of the site as a portion of Camp Callan and application of herbicides and pesticides at the project site are a potentially significant impact. Implementation of mitigation measures discussed in response VIII(b) above would

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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reduce impacts to a less than significant level.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

The project site is not located within an airport land use plan or within two miles of a public airport or public use airport. Marine Corps Air Station (MCAS) Miramar is located approximately 5 miles southeast of the project site. The federal Department of Defense has established Accident Potential Zones (APZs) for the air station. The established APZs define the areas that would be more likely to be affected by aircraft accidents. The project site is not located within any APZs for MCAS Miramar. Therefore, the project would not increase aircraft safety hazards and no safety hazards associated with flight activity have been identified. Accordingly, the project would not result in a safety hazard for people residing or working in the project area. No impact would occur.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

Torrey Pines Gliderport is located approximately 1 mile south of the project site. The proposed project would result in a continuation of existing uses at the site, following completion of the proposed improvements. The project would not result in a safety hazard associated with a private airstrip or private airport for the people residing or working in the project area. No impact would occur.

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The proposed project does not include changes to the existing access to Torrey Pines Golf Course (TPGC). As such, the proposed project would not impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan. No impact would occur.

- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

The TPGC is located in a Very High Fire Hazard Severity Zone. The TPGC functions as a single, large firebreak in the project vicinity. The proposed improvements would not significantly alter the overall vegetation on the TPGC, and the TPGC would continue to function as a firebreak in the area. Additionally, the project would not significantly alter the amount of

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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people utilizing the TPGC nor would it introduce new structures. As such, impacts associated with the wildland fires would be less than significant.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

- a) Violate any water quality standards or waste discharge requirements?

As required under the National Pollutant Discharge Elimination System (NPDES), administered by the Regional Water Quality Control Board (RWQCB), a Storm Water Pollution Prevention Plan (SWPPP) would be developed for the project as a condition of the approval of final grading plans. The plan would address erosion control measures that would be implemented to avoid erosion impacts to exposed soil associated with construction activities. During construction, best management practices (BMPs) would be implemented to reduce soil erosion and runoff. Potential water quality impacts would be avoided or reduced to less than significant levels through conformance with the NPDES Permit conditions and the City's Storm Water Standards.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

The project does not use groundwater, nor would it create new impervious surfaces that would interfere with groundwater recharge.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?

All areas that are disturbed would be re-vegetated with turf grass and non-invasive, low water use container plants to minimize soil erosion. In addition, Runoff from the project site discharges into the existing canyons situated at the westerly boundary of the site and ultimately discharges into the Pacific Ocean. The project would not substantially alter the existing drainage pattern of the project site. And the onsite drainage patterns would generally be maintained after golf course improvements are complete. Runoff at the project site would continue to flow in the same general directions and no new storm drains would be required to maintain the existing drainage patterns. The majority of the site runoff would be in the form of surface/overland flow. Therefore, impacts associated with alteration of the existing drainage pattern of the site would be less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site? Refer to IX.c.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? Refer to IX.c. The project would be required to comply with all local and regional storm water quality standards during construction using approved Best Management Practices (BMPs), which would ensure that water quality is not degraded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality? Refer to IX.c. The project would be required to comply with all local and regional storm water quality standards during construction using approved Best Management Practices (BMPs), which would ensure that water quality is not degraded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? The project does not propose any housing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows? The project does not propose any structures that would impede flood flows as it is a golf course improvement project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? The proposed project does not include any features that would increase the risk associated with flooding beyond those of existing conditions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The proposed project does not include any features that would increase the risk associated with inundation by seiche, tsunami, or mudflow beyond those of existing conditions.

X. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?

The project would involve improvements to an existing golf course and would not introduce new features that could divide an established community.

- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

The project would involve improvements to an existing golf course and would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project and would not conflict with any land use plans.

- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Refer to IV. The project is adjacent to the MHPA preserve area of the City of San Diego Multiple Species Conservation Program. However, implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant direct and indirect impacts to the MHPA to a less than significant level.

- d) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

The areas around the proposed project alignment are not being used for the recovery of mineral resources and are not designed by the General Plan or other local, state or federal land use plan for mineral resources recovery; therefore, the project would not result in the loss of mineral resources.

- e) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Refer to X.e.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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XII. NOISE – Would the project result in:

- a) Generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

The project would not result in the generation of operational noise levels in excess of existing standards or existing ambient noise levels in the vicinity of the project.

- b) Generation of excessive ground borne vibration or ground borne noise levels?

The project would not result in the generation of operational ground borne vibration or noise levels in excess of existing standards or ambient levels.

- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Refer to XII.a-b

- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?

The proposed improvements to an existing golf course would result in construction noise, but would be temporary in nature; in addition, the project is required to comply with the San Diego Municipal Code, Chapter 5, Article 9.5, (§59.5.0404 Construction Noise). This section specifies that it is unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays (with exception of Columbus Day and Washington’s Birthday), or on Sundays, to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise. In addition, the project would be required to conduct any construction activity so as to not cause, at or beyond the property lines of any property zoned residential, an average sound level greater than 75 decibels during the 12-hour period from 7:00 a.m. to 7:00 p.m.

- e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?

The project site is not located within and airport land use plan or within two miles of a public airport. Therefore, no impact would occur.

- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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excessive noise levels?

Torrey Pines Gliderport is located approximately one mile south of the project site. The project would result in a continuation of existing uses at the site, following completion of the improvements. The project would not result in the exposure of persons to excessive noise levels associated with the Torrey Pines Gliderport or any private airstrip. No impact would occur.

XIII. POPULATION AND HOUSING - Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The project scope does not include the construction of new or extended roads or infrastructure, or new homes and businesses. The project would make improvements to an existing golf course within its current boundaries, but would not expand the size or capacity of the golf course. Therefore, the project would not induce population growth nor require the construction of new infrastructure.

- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No such displacement would result. There is no existing housing within the boundaries of the proposed project.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No such displacement would result. There is no existing housing or residents within the boundaries of the project.

XIV. PUBLIC SERVICES

- a) Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:
- i) Fire Protection

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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.The project would not result in adverse physical impacts of fire facilities or adversely affect existing levels of fire services.

ii) Police Protection

The project would not affect existing levels of police protection service and would not require the construction or expansion of a police facility.

iii) Schools

The project would not affect existing levels of public services and would not require the construction or expansion of a school facility.

v) Parks

The project would not affect existing levels of public services and would not require the construction or expansion of a park facility.

vi) Other public facilities

The project would not affect existing levels of public services; therefore, no new or altered government facilities would be required.

XV. RECREATION -

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

The project would not adversely affect the availability of and/or need for new or expanded recreational resources.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

Refer to XV.a. The project proposes improvements to an existing public golf course, but would not require the construction or expansion of the existing golf course or other recreation facilities.

XVI. TRANSPORTATION/TRAFFIC - Would the project?

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

The project does not include new, traffic-generating components. The improvements to the TPGC are intended to continue to accommodate daily play, while improving overall conditions for professional tournament play. The project also does not propose changes to the access points at TPGC and thus, would not be expected to affect circulation and/or access in the project vicinity. While construction activities would likely generate a small number of trips associated with construction equipment and worker vehicles, these trips would be limited to the construction period, and would not be considered substantial in relation to the existing traffic load in the project vicinity. For these reasons, impacts associated with applicable plans, ordinances, or policies intended to accommodate the flow of traffic would be less than significant.

- b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

As discussed in response XVI(a), above, the project would not generate new traffic at the project site over the long-term, and thus, would not conflict with an applicable congestion management program or conflict with existing parking requirements established as part of the University Community Plan and North City Local Coastal Program. Impacts would be less than significant.

- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

Refer to XVI.c. In addition, the project would not result in safety risks or a change to air traffic patterns in that all work would occur at approximately the existing grade of the golf course.

- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The project would not create a permanent increase in hazards resulting from design features. The project does not propose any change in land use that would affect existing land uses in the area.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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e) Result in inadequate emergency access?

Construction of the proposed project would not affect circulation or emergency access within the golf course or on surrounding public streets. Therefore, the project would not result in inadequate emergency access.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

Refer to XVI.e.

XVII. TRIBAL CULTURAL RESOURCES- Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

Refer to Section V.b. In addition, consultation has not been requested for the project site.

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Refer to Section V.b. In addition, consultation has not been requested for the project site.

XVIII. UTILITIES AND SERVICE SYSTEMS – Would the project:

c) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Construction of the proposed golf course improvement would not substantially alter the generation of wastewater from the project site and would comply with all local and regional wastewater and storm water regulations. Therefore, the project would not exceed the requirements of the Regional Quality Control Board.

d) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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effects?

Construction of the proposed project would result in improvements to an existing public golf course. It would not affect the water or wastewater systems and would, therefore, not result in a significant impact on the environment.

- e) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Construction of the proposed golf course improvement would not substantially increase the amount of storm water runoff or substantially alter existing drainage patterns on the project site and would comply with all local and regional storm water regulations. Therefore, the project would not require the construction of new storm water drainage facilities or expansion of existing facilities.

- f) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Construction of the proposed project would not increase the demand for water and within the project area because no expansion of the golf course is proposed. All improvements are proposed within the boundaries of the existing golf course.

- g) Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Refer to XVII.c

- h) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Construction of the project would likely generate minimal waste. Project waste would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including the permitted capacity of the landfill serving the project area. Demolition or construction materials which can be recycled shall comply with the City's Construction and Demolition Debris Ordinance. Operation of the project would not generate additional waste beyond that of the existing golf course, and, therefore, would not affect the permitted capacity of the landfill serving the project area.

- i) Comply with federal, state, and local statutes and regulation related to solid waste?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Refer to XVII.f. Any solid waste generated during construction related activities would be recycled or disposed of in accordance with all applicable local, state and federal regulations.

XIV. MANDATORY FINDINGS OF SIGNIFICANCE -

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?
- | | | | | |
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| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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Although the proposed project could have significant indirect impacts to sensitive biological resources and the project is located adjacent to the Multi Habitat Planning Area (MHPA) of the MSCP, these impacts would be mitigated to a less than significant level by the mitigation measures identified in the Mitigation Monitoring and Reporting Program in Section V of the MND. These mitigation requirements are also consistent with the MSCP City of San Diego Subarea Plan. With respect to cultural resources, mitigation measures for potential impacts to archaeological, tribal cultural, and paleontological resources are identified in Section V of the MND and would reduce potential impacts to a less than significant level. Historical built environmental resources would not be significantly impacted by the project as stated in the Initial Study. Mitigation measures for Hazards and Hazardous Materials as described in Section V of the MND would reduce potentially significant impacts to a less than significant level.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable futures projects)?
- | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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The City of San Diego MSCP Subarea Plan addresses cumulative impacts on biological resources throughout San Diego. Since the mitigation measures identified in Section V of the MND are consistent with the land use adjacency requirements, protection of biological resources during construction, as well as nesting bird requirements of the Subarea Plan, the proposed project is consistent with the Subarea Plan. As a result, project implementation would not result in any individually limited, but cumulatively significant impacts to these resources. Based on the project’s consistency with the Climate Action Plan it would not result in cumulatively considerable environmental impacts relative to greenhouse gas emissions.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Furthermore, when considering all potential environmental impacts of the proposed project, including impacts identified as less than significant in the Initial Study Checklist, together with the impacts of other present, past and reasonably foreseeable future projects, there would not be a cumulatively considerable impact on the environment with the mitigation and monitoring measures identified in Section V of the MND incorporated into the proposed project.

- c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Mitigation measures for Hazards and Hazardous Materials as described in Section V of the MND would reduce potentially significant impacts to a less than significant level. In addition, as evidenced by the Initial Study Checklist, no other substantial adverse effects on human beings, either indirectly or directly, would occur as a result of project implementation.

INITIAL STUDY CHECKLIST

REFERENCES

I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan; City of San Diego Land Development Municipal Code
- Community Plan.
- Local Coastal Plan.

II. AGRICULTURAL RESOURCES & FOREST RESOURCES

- City of San Diego General Plan.
- U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.
- California Agricultural Land Evaluation and Site Assessment Model (1997)
- Site Specific Report:

III. AIR QUALITY

- California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
- Regional Air Quality Strategies (RAQS) - APCD.
- Site Specific Report:

IV. BIOLOGY

- City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
- City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.
- Community Plan - Resource Element.
- California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.
- California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.
- City of San Diego Land Development Code Biology Guidelines.
- Site Specific Report: Biological Resources Letter Report for the Rue for the Torrey Pines South Golf Course Project, dated March 3, 2017.

V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)

- City of San Diego Historical Resources Guidelines.
- City of San Diego Archaeology Library.
- Historical Resources Board List.
- Community Historical Survey:
- Site Specific Reports: Historical Resources Technical Report for Torrey Pines Golf Course by ASM Affiliates, dated April 2014. Record Search Results Report for Torrey Pines South Deferred Maintenance/U.S. Open Improvements by RECON, dated March 1, 2017.

VI. GEOLOGY/SOILS

- City of San Diego Seismic Safety Study.
- U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975.
- Site Specific Report(s):

VII. GREENHOUSE GAS EMISSIONS

- City of San Diego Climate Action Plan, Adopted 2015

VIII. HAZARDS AND HAZARDOUS MATERIALS

- San Diego County Hazardous Materials Environmental Assessment Listing,
- San Diego County Hazardous Materials Management Division
- FAA Determination
- State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.
- Airport Land Use Compatibility Plan.
- Site Specific Report: Hazardous Materials Technical Study (HMTS; Geocon Incorporated 2014)

IX. HYDROLOGY/WATER QUALITY

- Flood Insurance Rate Map (FIRM).
- Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.
- Clean Water Act Section 303(b) list, http://www.swrcb.ca.gov/tmdl/303d_lists.html).

Site Specific Reports:

X. LAND USE AND PLANNING

City of San Diego General Plan.

Community Plan.

Airport Land Use Compatibility Plan

City of San Diego Zoning Maps

FAA Determination

XI. MINERAL RESOURCES

California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.

Division of Mines and Geology, Special Report 153 - Significant Resources Maps.

Site Specific Report:

XII. NOISE

Community Plan

San Diego International Airport - Lindbergh Field CNEL Maps.

Brown Field Airport Master Plan CNEL Maps.

Montgomery Field CNEL Maps.

San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes.

San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.

City of San Diego General Plan.

Site Specific Report:

XIII. PALEONTOLOGICAL RESOURCES

City of San Diego Paleontological Guidelines.

Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.

Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.

Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977.

Site Specific Report:

XIV. POPULATION / HOUSING

City of San Diego General Plan.

Community Plan.

Series 11 Population Forecasts, SANDAG.

Other:

XV. PUBLIC SERVICES

City of San Diego General Plan.

Community Plan.

XVI. RECREATIONAL RESOURCES

City of San Diego General Plan.

Community Plan.

Department of Park and Recreation

City of San Diego - San Diego Regional Bicycling Map

Additional Resources:

XVII. TRANSPORTATION / CIRCULATION

City of San Diego General Plan.

Community Plan.

San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.

San Diego Region Weekday Traffic Volumes, SANDAG.

Site Specific Report:

XVIII. UTILITIES

X City of San Diego General Plan.

X Community Plan.

XIX. WATER CONSERVATION

X City of San Diego General Plan.

X Community Plan.

___ Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset Magazine.

TORREY PINES SOUTH GOLF COURSE PROJECT
MITIGATED NEGATIVE DECLARATION NO. 540657
AND
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON MAY 25, 2017

WHEREAS, on March 7, 2017, The City of San Diego Public Works Department submitted a Site Development Permit application to the Development Services Department for the Torrey Pines South Golf Course (Project) at 11480 North Torrey Pines Road; and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the City Manager of the City of San Diego on May 25, 2017; and

WHEREAS, the Deputy Director of the Development Services Department as designated by the City Manager considered the issues discussed in Mitigated Negative Declaration No. 540657 (Declaration) prepared for this Project; NOW THEREFORE,

BE IT RESOLVED, by the Deputy Director for the Development Services Department as designated by the City Manager that it is certified that the Declaration has been completed in compliance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.), that the Declaration reflects the independent judgment of the City of San Diego as Lead Agency and that the information contained in said Declaration, together with any comments received during the public review process, has been reviewed and considered by the Director of the Department of Development Services as designated by the City Manager in connection with the approval of the Project.

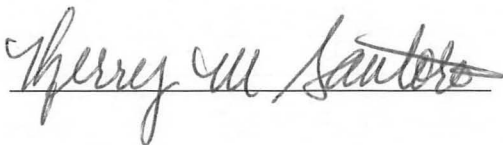
BE IT FURTHER RESOLVED, that the Deputy Director of the Department of Development Services finds on the basis of the entire record that project revisions now mitigate potentially significant effects on the environment previously identified in the Initial Study, that there is no substantial evidence that the Project will have a significant effect on the environment, and, therefore, that said Declaration is hereby adopted.

BE IT FURTHER RESOLVED, that pursuant to CEQA Section 21081.6, the Deputy Director of the Department of Development Services as designated by the City Manager hereby adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the Project in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Declaration and other documents constituting the record of proceedings upon which the approval is based are available to the public at the office of the Development Services Department, 1222 First Avenue, San Diego, CA 92101.

BE IT FURTHER RESOLVED, that Development Services Staff is directed to file a Notice of Determination with the Clerk of the Board of the Supervisors for the County of San Diego regarding the project.

APPROVED: Kerry Santoro, Deputy Director, Development Services Department

By: 

Date: May 25, 2017

ATTACHMENT: Exhibit A: Mitigation Monitoring and Reporting Program

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM TORREY PINES SOUTH GOLF COURSE PROJECT PROJECT NO. 540657

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Development Services Department, 1222 First Avenue, Fifth Floor, San Diego, CA, 92101.

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.

2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, **"ENVIRONMENTAL/MITIGATION REQUIREMENTS."**

3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

5. **SURETY AND COST RECOVERY** – The Development Services Director or City Manager may require appropriate surety instruments or bonds from private Permit Holders to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

B. GENERAL REQUIREMENTS – PART II

Post Plan Check (After permit issuance/Prior to start of construction)

1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT. The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and

City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

Qualified Paleontologist
Qualified Biologist
Qualified Archaeologist and Native American Monitor
Landscape Contractor

Note:

Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division – 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**

2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) #540657 and Environmental Document #540657, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.

Note:

Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

3. OTHER AGENCY REQUIREMENTS: Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

Coastal Development Permit approval from the California Coastal Commission

4. MONITORING EXHIBITS

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

NOTE:

Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

5. OTHER SUBMITTALS AND INSPECTIONS:

The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

<i>Issue Area</i>	<i>Document submittal</i>	<i>Assoc. Inspection/Approval</i>	<i>Notes</i>
Pre Con Meeting	Request letter	MMC approval	3 days prior to pre con
Biology	Consultant Qual. Letter	MMC approval	Prior to Const. Start
	Bio. Monitoring Exhibit	MMC approval	Prior to Const. Start
	Protocol or other Survey	MMC approval	Prior to Const. Start
	Limit of Work Ver. Letter	MMC inspection	Prior to Const. Start
Archaeology	Archaeology Reports	Archaeology site observation	
Paleontology	Paleontology Reports	Paleontology site observation	
Final approval	Request for Final	Final MMRP inspection	1 week after request
Bond Release	Request letter	LEMA verification	2 week minimum LEMA

B. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL RESOURCES

BIOLOGICAL RESOURCE PROTECTION DURING CONSTRUCTION

I. Prior to Construction

A. **Biologist Verification** -The owner/permittee shall provide a letter to the City’s Mitigation Monitoring Coordination (MMC) section stating that a Project Biologist (Qualified Biologist) as defined in the City of San Diego’s Biological Guidelines (2012), has been retained to implement the project’s biological monitoring program. The letter shall include the names and contact information of all persons involved in the biological monitoring of the project.

- B. **Preconstruction Meeting** - The Qualified Biologist shall attend the preconstruction meeting, discuss the project's biological monitoring program, and arrange to perform any follow up mitigation measures and reporting including site-specific monitoring, restoration or revegetation, and additional fauna/flora surveys/salvage.
- C. **Biological Documents** - The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, Multiple Species Conservation Program (MSCP), Environmentally Sensitive Lands Ordinance (ESL), project permit conditions; California Environmental Quality Act (CEQA); endangered species acts (ESAs); and/or other local, state or federal requirements.
- D. **BCME** -The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in C above. In addition, include: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance areas/noise buffers/ barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ADD/MMC. The BCME shall include a site plan, written and graphic depiction of the project's biological mitigation/monitoring program, and a schedule. The BCME shall be approved by MMC and referenced in the construction documents.

E. Avian Protection Requirements - To avoid any direct impacts to any species identified as a listed, candidate, sensitive, or special status species in the MSCP, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the pre-construction survey to City DSD for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.

- F. **Resource Delineation** - Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora & fauna

species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.

- G. **Education** –Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffers, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

II. During Construction

A. **Monitoring**- All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on “Exhibit A” and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the pre-construction surveys. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be e-mailed to MMC on the 1st day of monitoring, the 1st week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.

B. **Subsequent Resource Identification** - The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna onsite (e.g., flag plant specimens for avoidance during access, etc.). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

III. Post Construction Measures

- A. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, State CEQA, and other applicable local, state and federal law. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City ADD/MMC within 30 days of construction completion.

LAND USE (MSCP SUBAREA PLAN -LAND USE ADJACENCY REQUIREMENTS)

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project’s design in or on the Construction Documents (CD’s/CD’s consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit “A”, and also the City’s Multi-Species Conservation Program (MSCP)

Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:

- A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
- B. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
- C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactive to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."*
- D. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
- E. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
- F. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
- G. **Brush Management** -New development adjacent to the MHPA shall be set back from the MHPA to provide required Brush Management Zone 1 area on the building pad outside of the MHPA. Zone 2 may be located within the MHPA provided the Zone 2 management will be the responsibility of an HOA or other private entity except here narrow wildlife corridors require it to be located outside of the MHPA. Brush management zones will not be greater in

size than currently required by the City's regulations, the amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done and vegetation clearing shall be prohibited within native coastal sage scrub and chaparral habitats from March 1-August 15 except where the City ADD/MMC has documented the thinning would be consist with the City's MSCP Subarea Plan. Existing and approved projects are subject to current requirements of Municipal Code Section 142.0412.

- H. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15); If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (State Species of Special Concern/Federally Threatened)

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

NO MECHANIZED CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(A)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [DB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION

ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (E.G., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 DB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:

1. □ IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
2. □ IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO FURTHER MITIGATION MEASURES ARE NECESSARY.

HAZARDS AND HAZARDOUS MATERIALS

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

HISTORICAL RESOURCES (ARCHAEOLOGY)

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
 3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.
- B. PI Shall Attend Precon Meetings
1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
 5. Approval of AME and Construction Schedule

After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 - 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.
 - 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
 - 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 - 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly **(Notification of Monitoring Completion)**, and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
 - 1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
 - 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 - 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 - 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
 - 1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.

- a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.

- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

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

- A. Notification
 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
 1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
 1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or

- (3) Record a document with the County.
- d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
 - 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 - 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 - 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVr and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

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

B. Handling of Artifacts

1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

C. Curation of artifacts: Accession Agreement and Acceptance Verification

1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.

4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

PALEONTOLOGICAL RESOURCES

I. Prior to Permit Issuance or Bid Opening/Bid Award

- A. Entitlements Plan Check
1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
- B. Letters of Qualification have been submitted to ADD
1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
 3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

- A. Verification of Records Search
1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
- B. PI Shall Attend Precon Meetings
1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.

- a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.

3. The monitor shall document field activity via the Consultant Site Visit Record (CSVSR). The CSVSR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVr and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring

Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,

- a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.



APPENDIX B

SITE DEVELOPMENT PERMIT (SDP)



Jun 16, 2017 12:39 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$114.00

PAGES: 34

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION
501

WHEN RECORDED MAIL TO
PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

WBS NUMBER: B-17063.02.06

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SITE DEVELOPMENT PERMIT NO. 1953003
TORREY PINES SOUTH GOLF COURSE PROJECT NO. 540657 [MMRP]
DEVELOPMENT SERVICES DEPARTMENT

This Site Development Permit No. 1953003 is granted by the Development Services Department of the City of San Diego to Public Works Department, Owner and Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0504. The site is located at 11480 North Torrey Pines Road in the OP-1-1 and RS-1-14 zone(s) of the University Community Plan;

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner and Permittee for ADA disability improvements; installation of 10 new bunkers and improvements to existing bunkers; install a new irrigation system; repair and modify the cart path; repair and improve the turf; and install 5 tee boxes described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated June 14, 2017, on file in the Development Services Department.

The project shall include:

- a. Installation of a new irrigation system throughout the South Course;
- b. Drainage improvements including minor re-contouring of grades for surface flow and installation of 2-3 new drainage sumps and underground piping on each hole for the collection of water accumulation occurring in course bunkers;
- c. Rehabilitation of 84 existing bunkers and installation of new bunker liners to improve drainage conditions;
- d. Addition or relocation of up to ten (10) new bunkers and up to five (5) new tee boxes;
- e. Sod replacement and repair of disturbed/impacted areas;
- f. Minor cart path repair/replacement and/or addition to/modification of sections of the existing cart path system;

- g. Installation of a temporary turfed driving range tee box extending from east to west across the south end of holes 1 and 18 on the North Course;
- h. ADA improvements include: Restriping accessible parking spaces and relocating pole signs, removal and replacement of concrete walk way, installation of directional signs, replacement of curb ramp, re-installation of a lower drinking fountain, modification of the pro-shop counter, restriping existing stairways, re-adjustment of bathroom doors and installation of door stops, and replacement of toilet paper dispensers.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by June 14, 2020.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
7. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements

may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

8. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

9. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

10. This Permit may be developed in phases. Each phase shall be constructed prior to sale or lease to individual owners or tenants to ensure that all development is consistent with the conditions and exhibits approved for each respective phase per the approved Exhibit "A."

ENVIRONMENTAL/MITIGATION REQUIREMENTS:

11. Mitigation requirements in the Mitigation, Monitoring, and Reporting Program [MMRP] shall apply to this Permit. These MMRP conditions are hereby incorporated into this Permit by reference.

12. The mitigation measures specified in the MMRP and outlined in **MITIGATED NEGATIVE DECLARATION, NO. 540657**, shall be noted on the construction plans and specifications under the heading ENVIRONMENTAL MITIGATION REQUIREMENTS.

13. The Owner/Permittee shall comply with the MMRP as specified in **MITIGATED NEGATIVE DELCARATION, NO. 540657**, to the satisfaction of the Development Services Department and the City Engineer. Prior to the issuance of the "Notice to Proceed" with construction, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer. All mitigation measures described in the MMRP shall be implemented for the following issue areas:

Biological Resources;

Archaeological Resources;

Paleontological Resources;

Hazards and Hazardous Materials; and Land Use Adjacency Guidelines

ENGINEERING REQUIREMENTS:

14. SDMC Section 143.0143(d) states: All drainage from the improvements on the premises shall be directed way from any coastal bluff and either into an existing or newly improved public storm drain system or onto a street developed with a gutter system or public right-of-way designated to carry surface drainage run-off. All drainage from any improved area shall be appropriately collected and discharged in order to reduce, control, or mitigate erosion of the coastal bluff.

15. The Project shall incorporate any construction Best Management Practices necessary to comply with Chapter 14, Article 2, Division 1 (Grading Regulations) of the SDMC, into the construction plans or specifications.

16. Development of this project shall comply with all storm water construction requirements of the State Construction General Permit, Order No. 2009-0009DWQ, or subsequent order, and the Municipal Storm Water Permit, Order No. R9-2013-0001, or subsequent order. In accordance with Order No. 2009-0009DWQ, or subsequent order, a Risk Level Determination shall be calculated for the site and a Storm Water Pollution Prevention Plan (SWPPP) shall be implemented concurrently with the commencement of grading activities.

INFORMATION ONLY:

- The issuance of this discretionary permit alone does not allow the immediate commencement or continued operation of the proposed use on site. Any operation allowed by this discretionary permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Development Services Department of the City of San Diego on June 14, 2017 and CM-6686.

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT


Angela Nazareno
Development Project Manager

**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

CITY OF SAN DIEGO
Owner/Permittee

By 
Mark Calleran
Project Manager
Public Works Department

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego
On June 16, 2017 before me, Rose Marie White, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Angela Nazaren
Name(s) of Signer(s)
Mark Callan

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

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

WITNESS my hand and official seal.



Signature Rose Marie White
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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 Other: _____
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Signer's Name: _____
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 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ORIGINAL

DEVELOPMENT SERVICES DEPARTMENT
RESOLUTION NO. CM-6686
SITE DEVELOPMENT PERMIT (SDP) NO. 1953003
TORREY PINES SOUTH GOLF COURSE PROJECT NO. 540657 - MMRP

WHEREAS, CITY OF SAN DIEGO, PUBLIC WORKS DEPARTMENT, Owner/Permittee, filed an application with the City of San Diego for a permit to upgrade and improve the Torrey Pines South Golf Course. Improvements on the South Course include the following: abandonment of the existing irrigation system and installation of a new irrigation system throughout the South Course, drainage improvements including minor re-contouring of grades for surface flow and installation of 2-3 new drainage sumps and underground piping on each hole for the collection of water accumulation occurring in course bunkers, rehabilitation of 84 existing bunkers and installation of new bunker liners to improve drainage conditions, addition or relocation of up to ten (10) new bunkers and up to five (5) new tee boxes, sod replacement and repair of disturbed/impacted areas, leveling of the surface of existing tee boxes to improve overall tee box conditions, and minor cart path repair/replacement and/or addition to/modification of sections of the existing cart path system. In addition, this project will also include the installation of a temporary turfed driving range tee box extending from east to west across the south end of holes 1 and 18 on the North Course. Holes #1 and 18 will serve as a temporary driving range practice facility during the 2021 U.S. Open Championship golf tournament, and the temporary driving range tee box will be removed following the conclusion of the event. Associated American's with Disabilities Act improvements include: restriping accessible parking spaces and relocating pole signs, removal and replacement of concrete walk way, installation of directional signs, replacement of curb ramp, re-installation of a lower drinking fountain, modification of the pro-shop counter, restriping existing stairways, re-adjustment of bathroom doors and installation of door stops, and replacement of toilet paper dispensers (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit No. 1953003);

WHEREAS, the project site is located at 11480 North Torrey Pines Road with the Coastal Overlay Zone and the first public roadway, in the following zones: : OP-1-1, RS-1-14, CST-APP, and DEF-CER within the University Community Plan area;

WHEREAS, on June 14, 2017, the Development Services Department of the City of San Diego considered Site Development Permit (SDP) No. 1953003, pursuant to the Land Development Code of the City of San Diego;

BE IT RESOLVED by the Development Services Department of the City of San Diego as follows:

That the Development Services Department adopts the following written Findings, dated June 14, 2017.

FINDINGS:

Site Development Permit - Section 126.0504

A. Findings for all Site Development Permits.

1. **The proposed development will not adversely affect the applicable land use plan.**
The land use designation of the University Community Plan identifies the project site as park and the surrounding area as park, industrial, and commercial. The proposed project will result in improvements to the existing golf course and will not change the land use of the site or adjacent uses. The proposed project is consistent with the applicable objectives of the University Community Plan, and will not adversely affect the applicable land use plan.
2. **The proposed development will not be detrimental to the public health, safety, and welfare.** The proposed construction will include Best Management Practices (BMPs) stipulated in the required Storm Water Pollution Prevention Plan (SWPPP). The proposed project is located on a site that historically and currently generates hazardous materials, including fuel and waste oil. These materials are periodically transported offsite for disposal in compliance with applicable local, state, and federal requirements. The continued compliance with applicable requirements at the site will prevent the use of these materials at the site from causing a significant hazard to the public or environment. The project will also result in the use of hazardous materials related to maintenance and use of construction equipment during the construction period. Standard construction operating procedures and construction BMPs will prevent the use of these materials from causing a significant hazard to the public or environment. The project site is located on a portion of the former Camp Callan military base. In the event that unknown munitions debris is encountered during site preparation, compliance with mitigation developed for the project will ensure that munitions debris will be handled appropriately. As such, the proposed project will not be detrimental to the public health, safety, and welfare.
3. **The proposed development will comply with the applicable regulations of the Land Development Code, including any allowable deviations pursuant to the Land Development Code (LDC).** The proposed project work involves construction within land that is regulated by the Environmentally Sensitive Lands ordinance. The project requires a Site Development Permit. With implementation measures included in the project and conditions within the Site Development Permit, the project as proposed will comply with the Environmentally Sensitive Lands regulations. Therefore, the proposed project will comply with the applicable regulations of the Land Development Code.

B. Supplemental Findings--Environmentally Sensitive Lands

1. **The site is physically suitable for the design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands.**

Improvements for the project will occur within the developed golf course. The project is consistent with the Multiple Species Conservation Program's Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines, and biological monitoring will be provided to ensure that construction impacts do not occur in sensitive areas. The project has been designed to minimize disturbance to Environmentally Sensitive Lands.

2. **The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards.**

The project is located within the developed golf course and includes permanent improvements to the existing South Course and the parking lot, walk ways, common areas and pro shop associated with ADA improvements. The project also includes temporary improvements for installation of a driving range tee box on the North Course prior to the 2021 U.S. Open, which will be removed following the completion of the tournament event. The project includes minor re-contouring of select areas of the golf course, but will not result in the alteration of natural land forms. The project will not alter the geologic hazards associated with the site, as after construction, the project site will continue with its current use as a golf course. The project includes BMPs to minimize impacts related to erosion and runoff and the BMPs will ensure that erosion impacts do not result. Onsite drainage patterns at the project site will generally be maintained after implementation of the proposed project. The project will likely result in a minor increase in impervious areas, which will be associated with golf cart paths improvements, but this increase of impervious area on the 166.5-acre project site will not substantially alter the existing drainage pattern of the site or area or result in new flood hazards. The golf course is located in a Very High Fire Hazard Severity Zone and the golf course functions as a single, large firebreak in the project vicinity. Following improvements, the golf course will continue to function as a firebreak in the project area. The project will therefore not result in any increased hazards.

3. **The proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands (ESL).**

The project is consistent with MHPA land use adjacency guidelines. Potential indirect impacts to nesting birds will be avoided by conducting vegetation clearing outside of the general avian breeding season or by conducting a pre-construction survey for nesting birds to avoid "take" of nests and eggs in accordance with the Migratory Bird Treaty Act. The work will include implementation of BMPs to be stipulated in the SWPPP to minimize adverse effects related to erosion and water pollution. No work will occur at night, thereby eliminating potential lighting impacts. The proposed project has been sited and designed to prevent adverse impacts to any adjacent environmentally sensitive lands. Monitoring will be provided to ensure that construction impacts do not occur in sensitive areas.

4. **The proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan.** Portions of the proposed project are located adjacent to the MHPA identified in the City of San Diego Multiple Species Conservation Program (MSCP) Subarea Plan. Project implementation will not result in an increase in paved areas draining to the MHPA, or otherwise cause additional runoff or toxins to drain to the MHPA. Project implementation will not require the installation of lighting, either temporary or permanent, as construction will occur during daylight hours. The golf course is not a lighted facility and no lighting is proposed. The proposed project will not result in indirect impacts from the introduction of non-native species into native habitats, as the project site will be landscaped and revegetated with a combination of turf grass (standard golf course species) and native and non-invasive low-water use species. Project grading will not include the creation of manufactured slopes within the MHPA. The project will not result in new development adjacent to the MHPA, as all proposed work is within the limits of the existing golf course and consists of improvements to these existing areas. Access, trails, and pathways do not exist into the MHPA and are not proposed into the MHPA. Project mitigation requires avoidance of construction during coastal California gnatcatcher breeding season or requires protocol surveys to determine presence/absence if construction during the breeding season cannot be avoided. Project mitigation also requires implementation of measures to minimize noise impacts if coastal California gnatcatcher is present. Therefore, the project is consistent with the City of San Diego's MSCP Subarea Plan.
5. **The proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply.** The proposed project is located in close proximity to the shoreline - the runoff from the project site discharges into the existing canyons situated at the westerly boundary of the site and ultimately discharges into the Pacific Ocean. However, the project will not adversely impact local shoreline sand supply, because the project will not substantially alter the existing drainage pattern of the site. Erosion control will be implemented in order to prevent inappropriate runoff, and the project will have no adverse impacts to such resources.
6. **The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development.** The mitigation developed for this project is for biological, archaeological, and paleontological resources, and for hazardous materials, and the extent of such mitigation is typical for a project of this nature. The mitigation is directly related to the project, its requirements, and the need to construct the project, while at the same time it alleviates any negative impacts that may occur as a result of this project because the appropriately developed mitigation will satisfy all such requirements.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Development Services Department, Site Development Permit (SDP) No. 1953003 is hereby GRANTED by the Development Services Department to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 1953003, a copy of which is attached hereto and made a part hereof.



Angela Nazareno
Development Project Manager
Development Services

Adopted on: June 14, 2017

WBS#: B-17063.02.06

TORREY PINES SOUTH GOLF COURSE PROJECT
MITIGATED NEGATIVE DECLARATION NO. 540657
AND
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON MAY 25, 2017

WHEREAS, on March 7, 2017, The City of San Diego Public Works Department submitted a Site Development Permit application to the Development Services Department for the Torrey Pines South Golf Course (Project) at 11480 North Torrey Pines Road; and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the City Manager of the City of San Diego on May 25, 2017; and

WHEREAS, the Deputy Director of the Development Services Department as designated by the City Manager considered the issues discussed in Mitigated Negative Declaration No. 540657 (Declaration) prepared for this Project; NOW THEREFORE,

BE IT RESOLVED, by the Deputy Director for the Development Services Department as designated by the City Manager that it is certified that the Declaration has been completed in compliance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.), that the Declaration reflects the independent judgment of the City of San Diego as Lead Agency and that the information contained in said Declaration, together with any comments received during the public review process, has been reviewed and considered by the Director of the Department of Development Services as designated by the City Manager in connection with the approval of the Project.

BE IT FURTHER RESOLVED, that the Deputy Director of the Department of Development Services finds on the basis of the entire record that project revisions now mitigate potentially significant effects on the environment previously identified in the Initial Study, that there is no substantial evidence that the Project will have a significant effect on the environment, and, therefore, that said Declaration is hereby adopted.

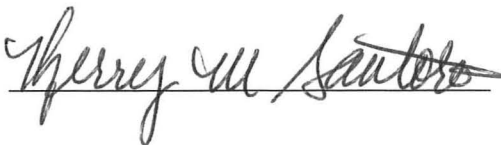
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BE IT FURTHER RESOLVED, that pursuant to CEQA Section 21081.6, the Deputy Director of the Department of Development Services as designated by the City Manager hereby adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the Project in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Declaration and other documents constituting the record of proceedings upon which the approval is based are available to the public at the office of the Development Services Department, 1222 First Avenue, San Diego, CA 92101.

BE IT FURTHER RESOLVED, that Development Services Staff is directed to file a Notice of Determination with the Clerk of the Board of the Supervisors for the County of San Diego regarding the project.

APPROVED: Kerry Santoro, Deputy Director, Development Services Department

By: 

Date: May 25, 2017

ATTACHMENT: Exhibit A: Mitigation Monitoring and Reporting Program

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size than currently required by the City's regulations, the amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done and vegetation clearing shall be prohibited within native coastal sage scrub and chaparral habitats from March 1-August 15 except where the City ADD/MMC has documented the thinning would be consistent with the City's MSCP Subarea Plan. Existing and approved projects are subject to current requirements of Municipal Code Section 142.0412.

- H. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15); If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (State Species of Special Concern/Federally Threatened)

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

NO MECHANIZED CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(A)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [DB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM TORREY PINES SOUTH GOLF COURSE PROJECT PROJECT NO. 540657

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Development Services Department, 1222 First Avenue, Fifth Floor, San Diego, CA, 92101.

A. GENERAL REQUIREMENTS – PART I Plan Check Phase (prior to permit issuance)

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.

2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."

3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

5. **SURETY AND COST RECOVERY** – The Development Services Director or City Manager may require appropriate surety instruments or bonds from private Permit Holders to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

B. GENERAL REQUIREMENTS – PART II Post Plan Check (After permit issuance/Prior to start of construction)

1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT. The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and

City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

Qualified Paleontologist

Qualified Biologist

Qualified Archaeologist and Native American Monitor

Landscape Contractor

Note:

Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division – 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**

2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) #540657 and Environmental Document #540657, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.

Note:

Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

3. OTHER AGENCY REQUIREMENTS: Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

Coastal Development Permit approval from the California Coastal Commission

4. MONITORING EXHIBITS

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

NOTE:

Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

5. OTHER SUBMITTALS AND INSPECTIONS:

The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

<i>Issue Area</i>	<i>Document submittal</i>	<i>Assoc. Inspection/Approval</i>	<i>Notes</i>
Pre Con Meeting	Request letter	MMC approval	3 days prior to pre con
Biology	Consultant Qual. Letter	MMC approval	Prior to Const. Start
	Bio. Monitoring Exhibit	MMC approval	Prior to Const. Start
	Protocol or other Survey	MMC approval	Prior to Const. Start
	Limit of Work Ver. Letter	MMC inspection	Prior to Const. Start
Archaeology	Archaeology Reports	Archaeology site observation	
Paleontology	Paleontology Reports	Paleontology site observation	
Final approval	Request for Final	Final MMRP inspection	1 week after request
Bond Release	Request letter	LEMA verification	2 week minimum LEMA

B. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL RESOURCES

BIOLOGICAL RESOURCE PROTECTION DURING CONSTRUCTION

I. Prior to Construction

- A. **Biologist Verification** -The owner/permittee shall provide a letter to the City’s Mitigation Monitoring Coordination (MMC) section stating that a Project Biologist (Qualified Biologist) as defined in the City of San Diego’s Biological Guidelines (2012), has been retained to implement the project’s biological monitoring program. The letter shall include the names and contact information of all persons involved in the biological monitoring of the project.

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- B. **Preconstruction Meeting** - The Qualified Biologist shall attend the preconstruction meeting, discuss the project's biological monitoring program, and arrange to perform any follow up mitigation measures and reporting including site-specific monitoring, restoration or revegetation, and additional fauna/flora surveys/salvage.
- C. **Biological Documents** - The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, Multiple Species Conservation Program (MSCP), Environmentally Sensitive Lands Ordinance (ESL), project permit conditions; California Environmental Quality Act (CEQA); endangered species acts (ESAs); and/or other local, state or federal requirements.
- D. **BCME** -The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in C above. In addition, include: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance areas/noise buffers/ barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ADD/MMC. The BCME shall include a site plan, written and graphic depiction of the project's biological mitigation/monitoring program, and a schedule. The BCME shall be approved by MMC and referenced in the construction documents.
- E. Avian Protection Requirements** - To avoid any direct impacts to any species identified as a listed, candidate, sensitive, or special status species in the MSCP, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the pre-construction survey to City DSD for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.
- F. **Resource Delineation** - Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora & fauna

species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.

- G. **Education** –Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffers, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

II. During Construction

- A. **Monitoring**- All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on "Exhibit A" and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the pre-construction surveys. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be e-mailed to MMC on the 1st day of monitoring, the 1st week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.
- B. **Subsequent Resource Identification** - The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna onsite (e.g., flag plant specimens for avoidance during access, etc.). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

III. Post Construction Measures

- A. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, State CEQA, and other applicable local, state and federal law. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City ADD/MMC within 30 days of construction completion.

LAND USE (MSCP SUBAREA PLAN -LAND USE ADJACENCY REQUIREMENTS)

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP)

Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:

- A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
- B. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
- C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactive to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."*
- D. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
- E. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
- F. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
- G. **Brush Management** -New development adjacent to the MHPA shall be set back from the MHPA to provide required Brush Management Zone 1 area on the building pad outside of the MHPA. Zone 2 may be located within the MHPA provided the Zone 2 management will be the responsibility of an HOA or other private entity except here narrow wildlife corridors require it to be located outside of the MHPA. Brush management zones will not be greater in

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size than currently required by the City's regulations, the amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done and vegetation clearing shall be prohibited within native coastal sage scrub and chaparral habitats from March 1-August 15 except where the City ADD/MMC has documented the thinning would be consistent with the City's MSCP Subarea Plan. Existing and approved projects are subject to current requirements of Municipal Code Section 142.0412.

- H. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15); If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (State Species of Special Concern/Federally Threatened)

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

NO MECHANIZED CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(A)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [DB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (E.G., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 DB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:

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1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO FURTHER MITIGATION MEASURES ARE NECESSARY.

HAZARDS AND HAZARDOUS MATERIALS

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

HISTORICAL RESOURCES (ARCHAEOLOGY)

- I. Prior to Permit Issuance or Bid Opening/Bid Award
 - A. Entitlements Plan Check
 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.
 - B. Letters of Qualification have been submitted to ADD
 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
 3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.
- II. Prior to Start of Construction
 - A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Construction Schedule

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After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

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

B. Discovery Notification Process

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

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.

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- a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.

- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

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

A. Notification

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

B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

C. If Human Remains **ARE** determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or

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- (3) Record a document with the County.
- d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
 - 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 - 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 - 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

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

B. Handling of Artifacts

1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

C. Curation of artifacts: Accession Agreement and Acceptance Verification

1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.

4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

PALEONTOLOGICAL RESOURCES

I. Prior to Permit Issuance or Bid Opening/Bid Award

- A. Entitlements Plan Check
1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
- B. Letters of Qualification have been submitted to ADD
1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
 3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

- A. Verification of Records Search
1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
- B. PI Shall Attend Precon Meetings
1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.

- a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.

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3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

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1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVr and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring

ORIGINAL

Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,

- a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.



APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE



MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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



APPENDIX D

SAMPLE CITY INVOICE AND SPEND CURVE

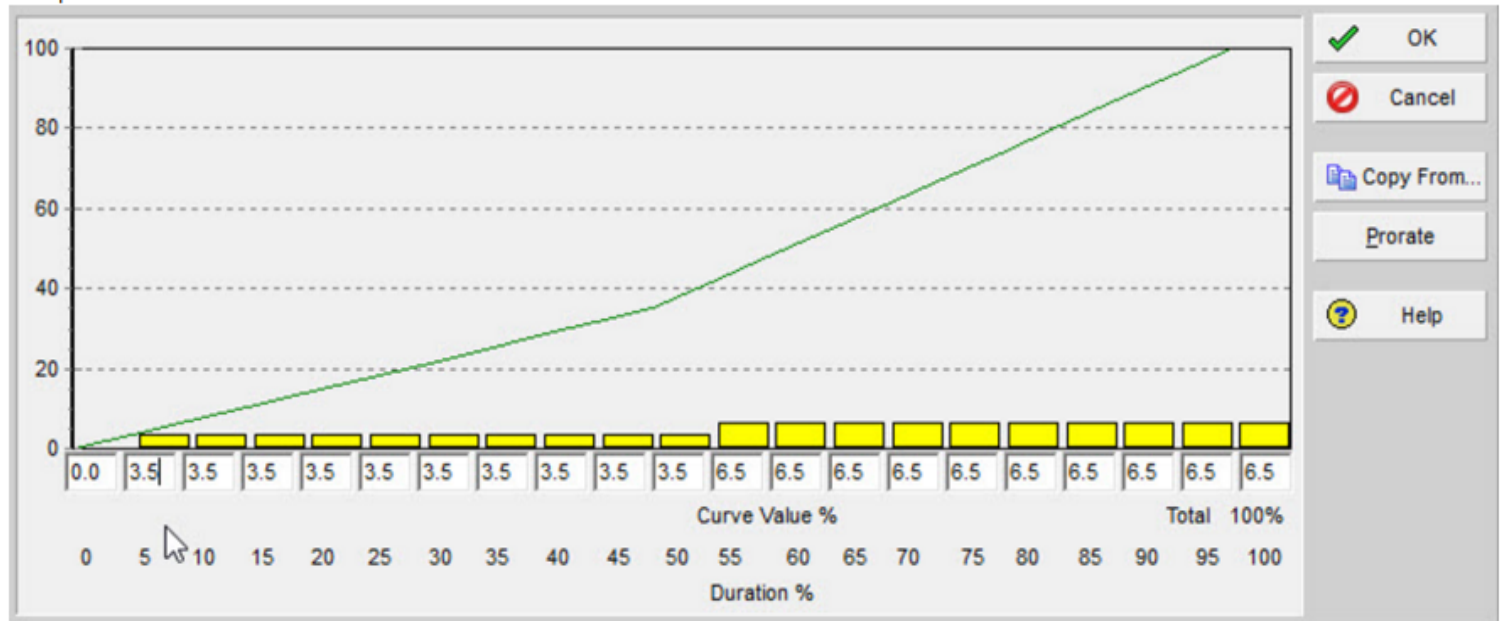
Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value
Duration % Increment

0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

Sample Screenshot from Primavera P6



APPENDIX E

SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name
Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Field Engineering Division
9485 Aero Drive
San Diego, CA 92123-1801

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX F

SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
• This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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How your neighborhood may be impacted:

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• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



ATTACHMENT F
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ATTACHMENT G

EVALUATION AND SELECTION

□

ATTACHMENT G

EVALUATION AND SELECTION

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP – Pass / Fail

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

2. Equal Opportunity Contracting Program (Pass/Fail)

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

Selection (100 Points Total)

3. Executive Summary (2 Points Max)

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

4. Project Team (10 Points Max)

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

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

□

- 4.3.□ Assistant Superintendent/Asst. Project Manager – This person shall assist the Project Manager and Project Superintendent as necessary with all relevant tasks. This person shall have previously functioned in a similar role, on a minimum of two (2) comparable, eighteen (18) hole golf courses. USGA and/or PGA experience recommended.
- 4.4.□ Lead Shaper – This person shall be able to convey the Golf Designer’s intent to the Project Superintendent and field staff for implementation. This person shall have previously functioned in a similar role, on a minimum of five (5) comparable, eighteen (18) hole golf courses. USGA and/or PGA experience recommended.
- 4.5.□ Irrigation Specialist – This person shall be responsible for supervision and coordination of all aspects of the timely and proper installation of the irrigation system. This person shall have previously functioned in a similar role, on a minimum of five (5) comparable, eighteen (18) hole golf courses. USGA and/or PGA experience recommended.
- 4.6.□ Concrete and flatwork installers. This subcontractor shall have demonstrable high quality control standards and positive customer service. Provide two examples and references of said work.
- 4.7.□ Environmental Experts – Demonstrate that your team has a solid record with each specialty below having a minimum of three (3) years’ experience relative to local City of San Diego Development Services Department Environmental Documents compliance including but not limited to Biology, Noise, Paleontology, Archeology, and Native American Monitoring. Monitors are to meet the standards required and the approval of the Development Services Department.
- 4.8.□ Civil Engineer and Experts as they relate to drainage, grading and storm water control – Experience Requirement: Registered in the state of California with a minimum of 5 years’ experience in the development of SWPPP documents, grading and drainage projects. QSP and QSD required.
- 4.9.□ Provide a brief and general description of the crew (not individuals) for the project and their irrigation installation experience inclusive of quick coupler and irrigation head installs, communication and electrical wire installations, drainage boxes, etc. The majority of the staff shall have completed golf type installations.
- 4.10.□ Provide an Organizational Chart of all the key members of the project team from the Project Manager to all subcontractors/suppliers on your team.

5. Technical Approach and Construction Plan (56 Points Max)

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

- 5.1.□ **Design Coordination (5 Points Max):** Describe the Design-Builder’s design process and how they intend to solicit City input and approval for compliance with RFP directives.



5.2. **Construction Approach and Methods (5 Points Max)**

Explain the Design-Builder's approach to the design of the golf course as whole. Include information about the following:

- 6.2.1 Provide overall approach and methods to bunker construction.
- 6.2.2 Provide overall approach and methods to tee construction.
- 6.2.3 Explain shapers approach to the work.
- 6.2.4 Provide a description of the methodology and timing for open trench and vibratory plow usage for irrigation installation
- 6.2.5 Explain backup strategies the Design Builder intends to employ should rock and/or hard soils be encountered.
- 6.2.6 Explain quick coupler, sump, controller and electrical/communications box installations and locations, etc.

5.3. **Plan for phasing of construction activities (14 Points Max):**

- 5.3.1. Describe how the Design-Builder intends to phase the work. Explain how the work will be performed such that only 2 holes are closed at a time leaving open play for the other 16 holes (open for golf by the public).
- 5.3.2. Alternatively, the City will evaluate alternatives to this phased approach above provided it logically provides a better design and construction solution. Review team will evaluate both approaches and score the better solution.

5.4. **Proposed construction schedule (28 Points Max):** Describe the Design-Builder's resource management of the work inclusive of staffing and work hours.

- 5.4.1. Provide a schedule that shows the tasks, resources (number of crews), and crew work hours projected to complete the work.
- 5.4.2. Provide timing for open trench and vibratory plow usage for irrigation installation
- 5.4.3. Explain backup strategies the Design Builder intends to employ should rock and/or hard soils be encountered.
- 5.4.4. In this module, explain all measures intended to be employed to complete the project on time. Design Builder must be completely off the course by October 1.

5.5. **Environmental Efforts (2 Points Max):** Describe the Design-Builders coordination efforts respective to Environmental monitoring during construction, Dust Control and Storm Water Pollution Prevention Plan implementation.

□

5.6.□ **Traffic Control Management/Public Safety/Maintain Golf Operations (2 Points Max):**

5.6.1.□ Provide public safety and traffic control measures Design Builder intends to employ for the project.

5.6.2.□ Describe Design-Builder's plan to travel between staging areas and golf holes being constructed while the golf course is open to the public and operationally maintained by Golf Staff.

5.6.3.□ Design Builder is not allowed to use personal motor vehicles on the course unless vehicles are necessary to perform physical work on the course ; carts are to be employed.

5.6.4.□ Provide proposed measures to demonstrate how coordination with golf operations will ensure that the golf course will not be significantly impacted during construction. Provide two references for recent renovation projects that were constructed while the course remained open.

6. **Added Value Items (30 Points Max):** Describe the Added Value Items that are included in your proposal.

6.1.□ **Maintenance Paths A (8 Points Max)**

Construction of maintenance paths along east side of Hole #18 ("right" side, approx. 1,360 linear ft.) and the maintenance path between Holes #1 and #6 (approx. 1,281 linear ft.). This work can be performed in 2018 or 2019.

6.2.□ **New green sumps (8 Points Max).**

Installation of new green sumps per plan (2019 task)

6.3.□ **Maintenance Paths B (6 Points Max)**

Additional maintenance path between Holes #1 and #6 and adjacent to #2 tee (approx. 1,254 linear ft.) This work can be performed in 2018 or 2019.

6.4.□ **Forward tee leveling and turfing (5 Points Max)**

Re-leveling and re-turfing of forward tees per plan on Holes #5, #9, #10, #14, #15 This work can be performed in 2018 or 2019.

6.5.□ **Hole # 5 additional fill (1 Point Max)**

Filling and smoothing areas in the fairway on Hole #5 such to add fill on both sides of the existing pipe and smooth contours (2019 task)

6.6.□ **Hole# 2 regrade swale (1 Point Max)**

Remove fill and regrade area on Hole #2 to widen swale and improve right bunker visibility. (2019 task)

6.7.□ **Gliderport water meter and water line (1 Point Max)** Installation of water meter and water line to supply Gliderport.

□

7. Reference Checks (2 Points Max)

Two (2) references required with contact name, title, organization, phone number, and email. Provide a brief description of each reference and their relevance to the project.

TOTAL POINTS: 100

8. Final Selection Based on Best Value, Best Design for a Predetermined Price

- 8.1.□ The City has set a predetermined Contract price of **\$13,900,000**. The City will select a Design-Builder that will offer the best value, design and construction of this project as per the scope shown in Attachment A.
- 8.2.□ The Panel will evaluate the proposals according to the point system described herein to select the Design-Builder.
- 8.3 The Design-Builder is responsible to demonstrate by the submittal of their Proposal that the complete design, construction, and product installation can be accomplished for the stipulated Contract Price and within the defined schedule constraints.



ATTACHMENT H

PRICE FORMS

PRICE PROPOSAL FORMS

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

ITEM	NAICS CODE	DESCRIPTION	D*	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	524126	Bonds (Payment and Performance)		LS	1	 	\$ 110,500.00
2	541320	Engineering and Design Services	D	LS	1	 	\$ 465,000.00
3	237990	Construction		LS	1	 	\$ 12,811,500.00
4	237990	Permit Fees (EOCP Type I)		AL	1	 	\$10,000.00
5	541330	SWPPP Development	D	LS	1	 	\$ 21,000.00
6	237990	SWPPP Implementation		LS	1	 	\$105,000.00
7	541330	SWPPP Permit Fee (EOC Type I)		AL	1	 	\$5,000.00
8	541370	Survey Services - Design	D	LS	1	 	\$ 8,500.00
9	541370	Survey Services - Construction		LS	1	 	\$ 18,000.00
10	541690	Biological Resources Mitigation Monitoring and Reporting Program		LS	1	 	\$ 50,000.00
11	541690	Archeological and Native American Monitoring Program		LS	1	 	\$ 138,000.00
12	541690	Archeological and Native American Mitigation and Curation (EOC Type I)		AL	1	 	\$10,000.00

ITEM	NAICS CODE	DESCRIPTION	D*	UNIT	QUANTITY	UNIT PRICE	EXTENSION
13	237990	Added Value Item: 6.2 New Green Sumps		LS	1		\$129,500.00
14	237990	Added Value Item: 6.4 Forward Tee Leveling and Turfing		LS	1		\$ 18,000.00
15	N/A	Added Value Item: N/A		N/A	N/A		N/A
16	N/A	Added Value Item: N/A		N/A	N/A		N/A
17	N/A	Added Value Item: N/A		N/A	N/A		N/A
18	N/A	Added Value Item: N/A		N/A	N/A		N/A
19	N/A	Added Value Item: N/A		N/A	N/A		N/A
							\$13,900,000

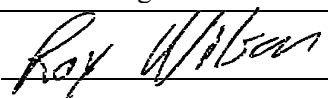
*** Design Element (For City Use)**

Total Price For MACC Design-Build Base Proposal, (items 1 through 19, inclusive) amount written in words:

Thirteen Million Nine Hundred Thousand Dollars.

Design-Builder: Landscapes Unlimited, LLC

Title: Assistant Manager

Signature: 

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

Manager - William Kubly

Assistant Managers - Kurt Huseman, Roy Wilson, John Pugliese, Bryce Juedes, Michael Jenkins

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

NOTES:

- A. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- B. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- C. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- D. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- E. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- F. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Brent Harvey Consulting, Inc. Address: 23741 Moonglow Court City: Ramona State: CA Zip: 92065 Phone: 760-787-0842 Email: Brent@Harvey.pro	Designer	N/A	RLA #3879	Irrigation, Drinking Fountain, Ldscp Design & Const. Services - Partial	\$83,000 Design \$177,000 Const.	ELBE ELBE	CITY CITY	N/A N/A
Name: O'Day Consultants Inc. Address: 2710 Loker Ave West, Ste 100 City: Carlsbad State: CA Zip: 92010 Phone: 760-931-7700 Email: keithh@odayconsultants.com	Designer	N/A	RCE 60223 Keith W. Hansen PLS 8904 Joanne S. Tyler	Eng & Design Services, SWPPP Dev., QSP & Survey Services - Partial	\$77,336 Design \$109,456 Const.	DVBE DVBE	CADoGS CADoGS	N/A N/A

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Neri Landscape Architechure</u> Address: <u>928 Hornblend St, Ste #3</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92109</u> Phone: <u>858-265-6397</u> Email: <u>jim@nerila.com</u>	Designer	1000030390	RLA #3321	Landscape Architectural Design - Partial	\$25,000 Design	ELBE	CITY	N/A
Name: <u>Global Environmental Permitting, Inc.</u> Address: <u>7220 Trade St Ste 207B</u> City: <u>San Diego Ste A246</u> State: <u>CA dba GEPermit</u> Zip: <u>92121</u> Phone: <u>858-505-0759</u> Email: <u>grustemoglu@gepermit.com</u>	Constructor	1000029819	City Business Lic. B2009022064	Envir. Permit & Team Mgmt, Project Coordination, & Public Outreach - Partial	\$18,200 Design \$113,500 Const.	ELBE ELBE	CITY CITY	N/A N/A

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Red Tail Monitoring Research, Inc.</u> Address: <u>25 Epie Hill Rd</u> City: <u>Santa Ysabel</u> State: <u>CA</u> Zip: <u>92070</u> Phone: <u>760-803-5694</u> Email: <u>cjlinton73@aol.com</u>	<input type="checkbox"/> Constructor	<u>1000031633</u>	<u>City Business Lic. B2014019239</u>	<u>Native American Monitoring</u>	<u>\$67,200 Const.</u>	<u>SLBE</u>	<u>CITY</u>	<input type="checkbox"/> N/A
Name: <u>Meridian Archaeological Serv. Research</u> Address: <u>1104 California St</u> City: <u>Imperial Beach</u> State: <u>CA</u> Zip: <u>91932</u> Phone: <u>619-755-9625</u> Email: <u>dos_calacas@hotmail.com</u>	<input type="checkbox"/> Constructor	<u>N/A</u>	<u>City Business Lic. B2013049114</u>	<u>Archaeological Monitoring & Paleological Monitoring - Partial</u>	<u>\$48,856 Const. Archaeological</u> <u>\$ 8,824 Const Paleo sub</u>	<u>ELBE</u> <u>N/A</u>	<u>CITY</u> <u>N/A</u>	<input type="checkbox"/> N/A <u>N/A</u>

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Lohstroh Biological Consulting</u> Address: <u>4120 Via Mar De Delfinas</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92130</u> Phone: <u>858-750-9300</u> Email: <u>brian@lohstrohbio.com</u>	<input checked="" type="checkbox"/> Constructor	N/A	Goods/Services N/A	Biological Monitoring	\$35,930 Const.	<input checked="" type="checkbox"/> ELBE	<input checked="" type="checkbox"/> CITY	<input type="checkbox"/> N/A
Name: <u>LDN Consulting, Inc.</u> Address: <u>42428 Chisolm Trail</u> City: <u>Murietta</u> State: <u>CA</u> Zip: <u>92562</u> Phone: <u>760-473-1253</u> Email: <u>jlouden@ldnconsulting.net</u>	<input checked="" type="checkbox"/> Constructor	N/A	Goods/Services N/A	Acoustical Monitoring	\$69,600 Const.	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Western Dirt Corp</u> Address: <u>970 W Valley Pkwy #661</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92025</u> Phone: <u>858-758-0009</u> Email: <u>westerndirt@att.net</u>	<input checked="" type="checkbox"/> Constructor	1000029658	#945232 A, C-12 Lic.	Cart Path, Curb, Demo, Disposal, Trucking, ADA, Bioret. Area, Cap. Concrete - Partial	\$230,000 Const.	<input type="checkbox"/> ELBE	<input type="checkbox"/> CITY	<input type="checkbox"/> N/A
Name: <u>In-Line Fence & Railing, Inc</u> Address: <u>P.O. Box 2637 dba In-Line Const</u> City: <u>Ramona</u> State: <u>CA</u> Zip: <u>92065</u> Phone: <u>760-789-0282</u> Email: <u>info@inlinerail.com</u>	<input checked="" type="checkbox"/> Constructor	1000002605	#769516 C-13, C-51, & C-31 Lic.	Chain Link Fence Supply and install - Partial	\$17,550 Const.	<input type="checkbox"/> SLBE	<input type="checkbox"/> CITY	<input type="checkbox"/> N/A

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>West Coast Turf</u> Address: <u>P.O. Box 4563</u> City: <u>Palm Desert</u> State: <u>CA</u> Zip: <u>92261</u> Phone: <u>800-447-1840</u> Email: <u>john.marman@westcoastturf.com</u>	Constructor	100009410	#688087 C-27 Lic.	Grassing - Partial	\$120,527 Const.	N/A	N/A	N/A
Name: <u>Dick Miller Inc.</u> Address: <u>930 Boardwalk, Ste H</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078</u> Phone: <u>760-471-6842</u> Email: <u>gbullock@dmiusa.net</u>	Constructor	100004547	#380204 A, B, C-12 Lic.	Gen Eng, irr., Lndscp, Demo, Utilities, Haul, Concrete, Excavation, Equip. Rent, Grading - Partial	\$1,000,000 Const	SLBE	CITY	N/A

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

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

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

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

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DESIGN-BUILD ADDITIVE/DEDUCTIVE ALTERNATE LIST OF SUBCONTRACTORS

****TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

The Design-Builder is to list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder is to also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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



DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

****TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR REGISTRATION NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: <u>Western Dirt Corp</u> Address: <u>970 W Valley Parkway #661</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92025</u> Phone: <u>858-758-0009</u> Email: <u>westerndirt@att.net</u>	Aggregate - Partial	1000029658	\$137,196 Const.	Yes	No	ELBE	CITY
Name: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A	N/A	N/A	N/A	N/A	N/A	N/A

- ① As appropriate, Design-Builder shall identify Vendor/Supplier 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 Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

****TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

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NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR REGISTRATION NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: <u>P. W. Gillibrand</u> Address: <u>P.O. Box 1019</u> City: <u>Simi Valley</u> State: <u>CA</u> Zip: <u>93062</u> Phone: <u>949-728-0171</u> Email: <u>calen.hochstetler@pwgcoinc.com</u>	Aggregate Materials -Partial	Supplier N/A	\$398,004 Const.	Yes	No	N/A	N/A
Name: <u>Precision Air</u> Address: <u>2510 NW 16th Lane</u> City: <u>Pompany Beach</u> State: <u>FL</u> Zip: <u>33064</u> Phone: <u>954-974-1960</u> Email: <u>am@precisionusa.com</u>	PrecisionAire Materials	Supplier N/A	\$35,491 Const.	Yes	Yes	N/A	N/A

① As appropriate, Design-Builder shall identify Vendor/Supplier 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 Vendor/Supplier is certified by:

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

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

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

****TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR REGISTRATION NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: <u>TLC Materials</u> Address: <u>P.O. Box 714</u> City: <u>Walnut</u> State: <u>CA</u> Zip: <u>91788</u> Phone: <u>909-594-2696</u> Email: <u>terrylacurantrucking@gmail.com</u>	Aggregate Materials - Partial	Supplier - N/A	\$106,474 Const.	Yes	No	N/A	N/A
Name: <u>Ewing Irrigation & Landscape Supply</u> Address: <u>3441 E Harbour Dr</u> City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85034</u> Phone: <u>800-343-9464</u> Email: <u>mthompson@ewingirrigation.com</u>	Drainage, Fertilizer, Erosion Control, Capillary Concrete, irrigation Mat'l - Partial	Supplier - N/A	\$900,000 Const.	Yes	No	N/A	N/A

- ① As appropriate, Design-Builder shall identify Vendor/Supplier 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 Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

****TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR REGISTRATION NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: <u>CMF Global</u> Address: <u>2445 Fenton St</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91914</u> Phone: <u>720-236-9705</u> Email: <u>t Downing@cmfglobal.com</u>	Irrigation Material - Partial	Supplier - N/A	\$900,000 Const.	Yes	No	N/A	N/A
Name: <u>Turf Star</u> Address: <u>2110 La Mirada Dr, Ste #100</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>760-597-6047</u> Email: <u>kirk.schneider@TurfStar.com</u>	Toro Irrigation Material	Supplier - N/A	\$1,026,522 Const.	Yes	No	N/A	N/A

- ① As appropriate, Design-Builder shall identify Vendor/Supplier 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 Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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



ATTACHMENT I
CERTIFICATIONS AND BOND



CERTIFICATIONS AND FORMS

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

□

MACC Design-Build Proposal

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

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

Dated: January 30, 2018

The Design-Builder: Landscapes Unlimited, LLC

By: 
(Signature)

Title: Assistant Manager



PROPOSAL

DESIGN-BUILDER'S GENERAL INFORMATION

To the City of San Diego:

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

~~IF A SOLE OWNER OR SOLE~~ CONTRACTOR SIGN HERE: LU is a Limited Liability Company

(1) Name under which business is conducted Landscapes Unlimited, LLC

(2) Signature (Given and surname) of proprietor *Roy Wilson* Assistant Manager

(3) Place of Business (Street & Number) 1201 Aries Drive

(4) City and State Lincoln, NE Zip Code 68512

(5) Telephone No. (402) 423-6653 Facsimile No. (402) 423-4487

(6) Email Address roy@landscapesunlimited.com

Manager: William Kuby
Assistant Managers: Roy Wilson, Kurt Huseman, Bryce Juedes, John Pugliese, Michael Jenkins

□

(3) Incorporated under the laws of the State of N/A

(4) Place of Business (Street & Number) N/A

(5) City and State N/A Zip Code N/A

(6) Telephone No. N/A Facsimile No. N/A

(7) Email Address N/A

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "MACC RFP TASK ORDER 01", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, B, C-27 General Engineering, General Building, Landscaping

LICENSE NO. #973614 EXPIRES 06/30/2018

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000007260

This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): 47-08222871

E-Mail Address: roy@landscapesunlimited.com

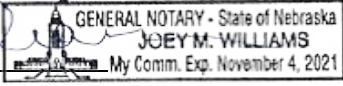
THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature Roy Wilson Title Assistant Manager

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 30th DAY OF January, 2018.

Notary Public in and for the County of Lancaster, State of Nebraska

Joey M. Williams 

(NOTARIAL SEAL)

□

PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Landscapes Unlimited, LLC., a corporation, as principal, and Merchants Bonding Company (Mutual), a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Thirteen Million Nine Hundred Thousand Dollars and Zero Cents (\$13,900,000.00)** for the faithful performance of the annexed contract, and in the sum of **Thirteen Million Nine Hundred Thousand Dollars and Zero Cents (\$13,900,000.00)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS**, MACC RFP Number, **K-18-1693-MAC-3-A**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

□

□

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jacob J Buss; James M King; Robert T Cirone; Suzanne P Westerholt; Thomas L King

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.



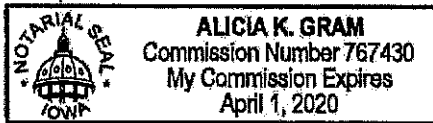
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



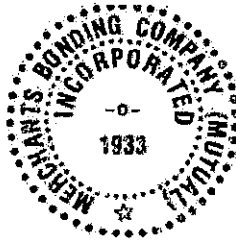
Alicia K. Gram

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of February, 2018.



William Warner Jr.

Secretary

□

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

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

Dated February 20, 2018.

Approved as to Form

LANDSCAPES UNLIMITED, LLC

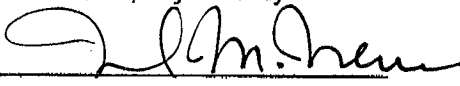
Principal

By 

John Pugliese

Printed Name of Person Signing for Principal

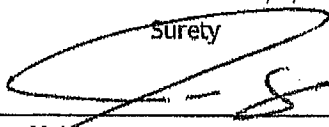
Mara W. Elliott, City Attorney

By 

Deputy City Attorney

MERCHANTS BONDING COMPANY (MUTUAL)

Surety

By 

James M. King Attorney-in-fact

P.O. Box 14498

Local Address of Surety

Des Moines, IA 50306-3498

Local Address (City, State) of Surety

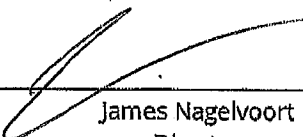
800-678-8171

Local Telephone No. of Surety

Premium \$ 114,800.00

Bond No III CAC 715965

Approved:

By 

James Nagelvoort
Director

Public Works Department

□

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

State of California

County of San Diego

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



CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

□

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

□

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.



CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

□

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE 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
4/11/2014	South Dakota	Sex Discrimination Demotion & Constructive Discharge	N	Closed	No Probable Cause Finding Issued 7/7/2014

Contractor Name: Landscapes Unlimited, LLC

Certified By Roy Wilson Title Assistant Manager

Roy Wilson Name
 _____ Date January 30, 2018
 Signature

USE ADDITIONAL FORMS AS NECESSARY

□

AFFIDAVIT OF DISPOSAL

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

WHEREAS, on the _____ DAY OF _____, 2_____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS

(Name of MACC Task Order)

as particularly described in said contract and identified as MACC RFP No. **K-18-1693-MAC-3-A**; SAP No. (WBS/IO/CC) **B-17063**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____ County of _____

On this _____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

□

ATTACHMENT J

MACC TASK ORDER AGREEMENT

MACC TASK ORDER AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 21st day of February 2018, by and between The City of San Diego [City], a municipal corporation, and **LANDSCAPES UNLIMITED, LLC.** [Design-Builder], for the purpose of designing and constructing the **TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS** (Project) in the amount of **Thirteen Million Nine Hundred Thousand Dollars and Zero Cents (\$13,900,000.00)**. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued MACC Request for Proposal (MACC RFP) number **K-18-1693-MAC-3-A** for **TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's MACC RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT


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

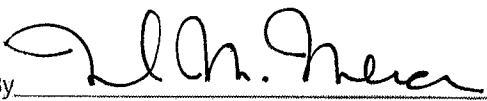
D. Contract Documents. This Contract incorporates the 2015 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2015 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By  _____

Mara W. Elliott, City Attorney
By  _____

Print Name: James Nagelvoort
Director
Public Works Department

Print Name: Mark M. Mercer
Deputy City Attorney

Date: 4/4/18

Date: 4/5/18

CONTRACTOR

By  _____

Print Name: John Pugliese

Title: Asst Manager

Date: 2/21/18

City of San Diego License No.: 2018002574

State Contractor's License No.: 973614

City of San Diego

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov

Phone No. (619) 533-4491, Fax No. (619) 533-3633

ADDENDUM 1 PROPOSAL DOCUMENTS



FOR

(MACC TASK ORDER 1)

Torrey Pines South Golf Course Improvements

RFQ No.:	K-17-1558-MAC-3-C
RFP NO.:	K-18-1693-MAC-3-A
SAP NO. (WBS/IO/CC):	B-17063
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	EA

PROPOSALS DUE:

12:00 NOON

JANUARY 30, 2018

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

DEPUTY CITY ENGINEER

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


Registered Engineer
For City Engineer

1/11/18
Date

Seal: C 60990

A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER'S QUESTIONS

Q1. What permits will the Design Builder be required to obtain?

A1. The Design Builder is responsible to determine all required permits for the project. However, the City anticipates the Design Builder will be responsible for at least the following:

1. Reclaimed Water Permit from San Diego County Department of Environmental Health.
2. Reclaimed Water Permit from City of San Diego Public Utilities District.
3. Electrical from the City of San Diego Development Services Department.
4. Plumbing from the City of San Diego Development Services Department.
5. SWPPP (per Construction General Permit).
6. Design Builder is to determine whether a grading permit is required from the City of San Diego Development Services Department.

Q2. What are the anticipated fees for the following?

- a. Required permits
- b. Impact fees
- c. Meter fees
- d. Capacity charge to supply water to the glider port
- e. Other required fees paid by the Design Builder

A2. The Design Builder is responsible to determine all fees for the project. However, the City anticipates the Design Builder will be responsible for at least the following fees:

- a. Required permits
 1. For Reclaimed Water Permit see the County of San Diego Environmental Health Department, refer to the following link:

http://www.sandiegocounty.gov/content/sdc/deh/lwqd/lu_recycled_water.html

2. For Reclaimed Water Permit See the City of San Diego Recycled Water site refer to the following link:
<https://www.sandiego.gov/water/recycled>
 3. For meter fees, refer to the City of San Diego Development Services Information Bulletin 103:
https://www.sandiego.gov/development_services/industry/information/infobulletins/number
 4. For SWPPP, refer to the California Environmental Protection Agency site:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml
 - b. This project will not generate impact fees.
 - c. For meter fees, refer to the City of San Diego Schedule for Water and Sewer Fees:
<https://www.sandiego.gov/sites/default/files/legacy/water/pdf/2014/watersewerfees1406.pdf>
 - d. Capacity charge to supply water to the glider port is estimated at \$25,000.
 - e. TBD. The Design Builder is to confirm any additional fees required based upon his/her design.
- Q3. What utilities will we be required to pay for? The RFP indicates that we can use some of the City's utilities.
- A3. City to provide electricity and potable water throughout the project to the Design Builder at no cost.
- Q4. Are we allowed to use and SLBE or an ELBE subcontractor interchangeably to meet the SLBE and ELBE participation? Example – ELBE fulfills 13.2% of construction services, so goal of SLBE/ELBE would be met?
- A4. Yes.
- Q5. Will a construction moratorium apply after October 15, 2019, so that we would have to pay \$20,000 liquidated damages until March 1, 2020?
- A5. See Page 4, item 7 Contract Period and pages 55-56, 6-9 Liquidated Damages.

- Q6. Who will be the construction project manager and project manager for the City of San Diego?
- A6. Construction Manager to be determined. The Project Manager for the City is Mark Calleran.
- Q7. During the prior South Course RFP process, the City advised that they would act as the primary point of contact, liaison, and coordinator for the Coastal Commission, i.e., submitting the D/B's deliverables and working directly with the Commission during the subsequent approval process. Is this still the City's approach to work with the Coastal Commission through their review process?
- A7. Yes.
- Q8. Will a time lapse video robotic camera be required for this project?
- A8. No.
- Q9. The existing maintenance path south of Hole #1 and right of Hole #18 is to be removed and replaced as Added Value items. Is the existing path asphalt or concrete?
- A9. Existing path south of Hole #1 is asphalt to be replaced with concrete. Existing path to the right of Hole #18 is concrete to be replaced with concrete.
- Q10. Do the existing bunkers have liner? If so, what type of liner is it?
- A10. StaLok bunker liner has been installed only on steep faces of greenside bunkers and have a 0.5"-2" layer of stabilized D.G. on the faces of the bunkers. No fairway bunkers were treated.
- Q11. How deep is the existing bunker sand?
- A11. On average existing bunker sand depths is between 4"-6".
- Q12. Are the sumps shown on the Schematic Golf Course Grading Plans meant to include sumps that are needed for the putting greens and bunkers or are they in addition to the greens and bunker sumps?
- A12. Sump areas shown on the plan are the proposed areas for the putting greens and bunkers sumps.

- Q13. Several areas on the Schematic Golf Course Grading Plans are labeled "21. – Drainage Improvements Per Specifications".
- a. What is being done in those areas?
 - b. Is it just surface grading?
- A13. a. These are the areas where the additional miscellaneous in-ground drainage similar to the other areas labeled "21. Drainage improvements Per Specifications is to be added".
- b. No additional surface grading is required in these areas.
- Q14. Is it anticipated that all of the existing bunker sand will be placed on the right side of #6 fairway?
- A14. No, some sand will be stored right of #6 fairway, the remaining will need to be stored at a different on site location.
- Q15. Is there a preferred vendor for supplying the Tee Markers?
- A15. No.
- Q16. Do we need a licensed building architect to do plans for the ADA upgrades for the bathroom?
- A16. No.
- Q17. At the pre-bid meeting, it was discussed that the Greens Repair work on #4 would be removed from the scope of work. However, the work is still noted on the Schematic Golf Course Grading Plans. Is this work to be removed from the scope?
- A17. Yes, Green repairs on hole #4 has been removed.
- Q18. With construction planned for 2019, will there be a location on or near the jobsite where we could store construction materials that we purchase for June or July 2018 delivery? If so, would we be able to be paid for the material once it is delivered, even though it will not be installed until 2019? (i.e. drainage pipe, erosion control materials, etc.)
- A18. No.

Q19. With installation of the irrigation system planned for 2019, will there be a location on or near the jobsite where we could store irrigation material that we purchase for June or July 2018 delivery? If so, would we be able to be paid for the material once it is delivered, even though it will not be installed until 2019?

A19. No.

Q20. The Whitebook states that all materials, equipment, and fabricated products from sources more than 50 miles outside of the city limits must be inspected by an inspector or testing lab. Does this apply to all materials, and if not, can you please provide the website that gives a list of those materials that are pre-approved?

A20. No offsite inspection is required. For pre-approved materials see The City of San Diego Engineering Documents & References.

Q21. The 2014 Greenbook states that ***The establishment and operation of portable screens and crushers will not be allowed on or adjacent to the work site unless specified in special provisions (7-1.3 GB)***. Does that apply to this project?

A21. No, this does not apply to this project. Portable screens and crushers will be allowed to be used.

Q22. Is a licensed electrician required to install the 220 volt power wire in conduit, or is the only required at the connecting points (satellites, central, etc)?

A22. An Electrician is not anticipated to be required for pulling power wire through conduits but all electrical work shall be done per applicable codes and per permitting requirements.

Q23. Where pulling of laterals is not possible, a rock wheel can be used, but has a maximum trench width of 6". Will this be acceptable for 2" laterals since the bedding on all sides will not be 4"?

A23. Yes. When a rock wheel is used, a 6" wide trench is acceptable for 2" laterals.

Q24. What is the intended application/use for joint restraints? (RFP Page 144 #16 and #17)

A24. Joint restraints are not needed for this project.

Q25. Lateral isolation valves have been identified as both stainless steel and ductile iron. Please clarify which is required.

A25. Stainless steel.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Attachment A, Project Description, Scope of Work, Performance Specifications and Bridging Documents, page 20, Section 3, General, Item a, Construction Mobilization, Staging and Material Storage, Number 2, **DELETE** in its entirety and **SUBSTITUTE** with following:
 2. It is acceptable to stockpile removed concrete and soils on site for up to two weeks. Additional time needs to be approved by the City. The specific location shall be determined during construction and approved by the City prior to any work.
2. To Attachment A, Project Description, Scope of Work, Performance Specifications and Bridging Documents, page 24, Section 3, General, Item d, Paths and Maintenance Paths, Number 10, **DELETE** in its entirety and **SUBSTITUTE** with following:
 10. Class II base is not required for the cart and maintenance pathways subsoil. However, the top 12" of existing subsoil shall be compacted to 95% minimum relative compaction prior to concrete or asphalt placement.
3. To Attachment A, Project Description, Scope of Work, Performance Specifications and Bridging Documents, page 25, Section 3, General, Item g, Irrigation Plans, Number 3, **DELETE** the last **sentence**.
4. To Attachment A, Project Description, Scope of Work, Performance Specifications and Bridging Documents, page 27, Section 3, General, Item g, Irrigation Plans, Number 30, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 30. The irrigation system shall include installation of a minimum of sixty-three (43 existing units to be removed and re-installed and 20 new units) Toro VP modular solid-state control field satellite units or approved equal and capable of automatic, semi-automatic and manual operations. Each automatic irrigation controller unit and all accompanying accessories shall be

housed in a locking, weatherproof, pedestal-type enclosure constructed of bi-wall plastic corrosion-resistant finish inside and out. Controllers shall be located at the perimeter of the golf course, out of sight and play where possible. It is the Design Build Team's responsibility to coordinate final locations of all irrigation controllers with the City prior to installation.

5. To Attachment A, Project Description, Scope of Work, Performance Specifications and Bridging Documents, page 29, Section 3, General, Item g, Irrigation Plans, Number 39, **DELETE** in its entirety and **SUBSTITUTE** with the following:

39. Provide new 2" potable water supply lines to restrooms and up to 2500 ft. of additional 2" potable water supply line.

6. To Attachment A, Project Description, Scope of Work, Performance Specifications and Bridging Documents, page 29, Section 3, General, Item g, Irrigation Plans, Number 40, **DELETE** in its entirety and **SUBSTITUTE** with the following:

40. Install lateral piping with vibratory plow where possible. It is anticipated that up to 80% of the laterals can be installed with vibratory plow.

7. To Attachment E, Supplementary Special Provisions, Section 1, Terms, Definitions, Abbreviations, Units of Measure, and Symbols, page 49, Subsection 1-2, Terms and Definitions, Item 54, **DELETE** "The Normal Working hours are 8:30 AM to 3:30PM and **SUBSTITUTE** with the following:

The Normal Working Hours are 12:00 AM to 11:59 PM, seven days a week, in all areas except within 200 yards of the Lodge. Work adjacent to the Lodge shall be in compliance with the City Noise Ordinance. Typically, no work will be performed on City Holidays. However, the City may allow work at its discretion on City Holidays.

Although the Design Build Team may work unlimited hours noted above, inspection work, such as compaction tests, reclaimed water crossings, etc., will be required to be performed Monday through Friday 7am to 5pm.

8. To Attachment E, Supplementary Special Provisions, Section 7, Responsibilities of The Contractor, page 62, **ADD** the following:

7-13.4 Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
4. You may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf

5. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004: The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8 Equal Pay Ordinance.

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

2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
 3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
 4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.
9. To Attachment E, Supplementary Special Provisions, Technicals, page 92, Section Zero, General Conditions, Part Five, Construction Issues, 5.12, Materials, H., Red, 14-Gauge, Direct Burial Wire, Item a., **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - a. Red Tracer Wire shall be laid on top of all installed drainage pipe.
10. To Attachment E, Supplementary Special Provisions, Technicals, page 94, Section Zero, General Conditions, Part Five, Construction Issues, 5.15, Perforated & Solid Pipe Installation (entire Golf Course), Item A, General, **ADD** the following:
 6. Tracer Wire shall be laid on top of all installed drainage pipe.
11. To Attachment E, Supplementary Special Provisions, Technicals, page 99, Section One, Site Preparation, Part 3, Preparation of Existing Turf Areas, 3.2, Removal & Maintenance of Designated Turf To Be Reused, Item A, General, Number 4, **DELETE** the second and third sentences in their entirety.
12. To Attachment E, Supplementary Special Provisions, Technicals, page 104, Section Two, Golf Course Shaping, Part Three, Shaping, 3.7, Greenside Chipping Areas, Item A, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - A. Greenside chipping areas shall be shaped on Holes Seven, Twelve and Fifteen.

13. To Attachment E, Supplementary Special Provisions, Technicals, page 105, Section Three, Golf Course Construction, Part One, General, 1.1, Intent, Item A. **DELETE** in its entirety and **SUBSTITUTE** with the following:

A. The work is intended to completely regrade all green collars, construct greenside chipping areas on holes Seven, Twelve, and Fifteen, construct designated mezzettes and reorient and relevel designated existing tees throughout the Golf Course, complete specified fairway construction on holes Four, Ten, Twelve and Seventeen, install new putting green outfall pipes on all holes and install PrecisionAire subsurface green connections on all holes.

14. To Attachment E, Supplementary Special Provisions, Technicals, page 105, Section Three, Golf Course Construction, Part One, General, 1.2, Work Area, Item A. **DELETE** in its entirety and **SUBSTITUTE** with the following:

A. The area shown under this Section includes all green collars, designated new and existing tees, throughout the Golf Course, designated fairway areas on holes Four, Ten, Twelve and Seventeen, new putting green outfall pipes on all holes and new PrecisionAire subsurface green connections on all holes.

15. To Attachment E, Supplementary Special Provisions, Technicals, page 105, Section Three, Golf Course Construction, Part Two, Construction Materials, 2.3, Root Zone Material For Hole Four Green Construction, **DELETE** in its entirety.

16. To Attachment E, Supplementary Special Provisions, Technicals, page 105, Section Three, Golf Course Construction, Part Two, Construction Materials, **DELETE** title of "2.4 Topmix Material & Drain Pipe For Hole Four, Twelve & Seventeen Fairways, & Chipping Areas on Holes Seven" in its entirety, and **SUBSTITUTE** with the following:

2.4 TOPMIX MATERIAL & DRAIN PIPE FOR HOLES FOUR, TEN, TWELVE & SEVENTEEN FAIRWAYS, & CHIPPING AREAS ON HOLE SEVEN

17. To Attachment E, Supplementary Special Provisions, Technicals, page 106, Section Three, Golf Course Construction, Part Seven, Putting Green Collars, 7.2 Removal of Existing Collar Turf, Item B., **DELETE** in its entirety and **SUBSTITUTE** with the following:

□□ □□r t□e Design □uild Team's re□erence, e□isting c□llars a□erage t□enty□ne inc□es □ide ar□und t□e entire perimeter □□eac□ green□

18. To Attachment E, Supplementary Special Provisions, Technicals, page 110, Section Three, Golf Course Construction, Part Nine, Fairway Construction, 9.1, Holes, Four, Ten, Twelve & Seventeen, Item C, Drain Pipe Trench Layout: Perforated Pipe, Number 1, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1□ □n sand□apped □air□ays included in t□e □0,000 s□□t□□□sand capping, t□e Design □uild Team s□all e□aluate eac□ p□rtion □□t□e designated □air□ay c□nstruction areas and paint a p□p□sed drainage lay□ut □□r re□ie□ and app□oal □y t□e Designer □r □□ner's representati□e□

19. To Attachment E, Supplementary Special Provisions, Technicals, page 123, Section Five, Seedbed Preparation, Part Four, Seedbed Preparation, 4.4, Finish Grading, Item D, **DELETE** in its entirety and **SUBSTITUTE** with the following:

D. Seed□ed preparation □□all tee sur□aces and all green c□llars s□all include sm□□t□ing □it□p□□er r□ing mac□ines □ie□Sand P□□□and drag mats, □and r□ing, □r □□er app□oed met□ods and e□uipment, in □rder t□ eliminate all p□c□ets, ridges □r undesira□le r□ugness□

20. To Attachment E, Supplementary Special Provisions, Technicals, page 132, Section Seven, Golf Course Irrigation, Part 1, General, 1.4, Submittals, Item C, Record Drawings (As-Builts), Number 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. The Design Build Team's As-Built drawings shall include redline changes in all heads, remote control valves, quick coupler valves, satellites and pedestals, satellite locations, pressure regulating valves, gate valves, valve boxes, spliced boxes, air relief valves, all wire and connectors, station changes, communication cable, power wire and all pipe of each kind and any other items to be provided in this contract

21. To Attachment E, Supplementary Special Provisions, Technicals, page 137, Section Seven, Golf Course Irrigation, Part 1, General, Part II, Subsection 2.1, Materials, Item B, Fittings for HDPE Pipe, Item 17, **DELETE** in its entirety.
22. To Attachment E, Supplementary Special Provisions, Technicals, page 137, Section Seven, Golf Course Irrigation, Part II, Materials, 2.1, Materials, Item C, Brass Pipe and Fittings, **DELETE** in its entirety.
23. To Attachment E, Supplementary Special Provisions, Technicals, page 137, Section Seven, Golf Course Irrigation, Part II, Materials, 2.1, Materials, Item D, Gate Valves, Number 1, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 1. 2" Lateral Isolation Gate Valve - Stainless steel gate valve type HARCO #841106L.
24. To Attachment E, Supplementary Special Provisions, Technicals, page 138, Section Seven, Golf Course Irrigation, Part II, Materials, 2.1, Materials, Item F, Valve Boxes, Number 7, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 7. Quick Coupling Valve – 4" ADS Riser with 4" ADS Toro Cap.
25. To Attachment I, Certifications and Bond, **ADD** "Equal Pay Ordinance Certification, page 15 of 16 of this Addendum.
26. To Attachment I, Certifications and Bond, page 318, Contactor Standards – Pledge of Compliance, **DELETE** in its entirety and **SUBSTITUTE** with page 16 of 16 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *January 18, 2018*
San Diego, California

JN/AJ/egz

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

LANDSCAPES UNLIMITED Design Build Team

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

MACC Task Order Number: 01
RFQ No. K-17-1558-MAC-3 – C
RFP No. K-18-1693-MAC-3-A
January 30, 2018

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



January 30, 2018

City of San Diego
Public Works Contracts
Attention: Juan E. Espindola, Contract Specialist
1010 Second Avenue, 14th Floor, MSC 614C
San Diego, CA 92101

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

Dear Mr. Espindola,

We would like to thank you for allowing the Landscapes Unlimited team to be considered as the Design/Builder for the MACC Golf Course Improvement Project for the Torrey Pines South Course. It is our hope that our significant experience with design/build golf development projects, along with our attached team and project approach, reflects our competence, willingness and commitment to provide you with the quality project you expect, delivered on time and on budget. We have extensive experience in Southern California with new development and golf renovations, as well as turf improvement and 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 irrigation design, engineering, environmental, construction and relevant project support 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 and schedule objectives. Our past experience with over 40 golf design/build projects has demonstrated our 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. 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

TECHNICAL PROPOSAL REQUIREMENTS

17.1 Identification of the Design/Builder

Legal Name and Address

Landscapes Unlimited, LLC
1201 Aries Drive
Lincoln, NE 68512

Legal Form of Entity

Limited Liability Company

Year of Establishment of Entity

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

Parent Company

Landscapes Holding, LLC

Address – Main Office

1201 Aries Drive
Lincoln, NE 68512

San Diego Satellite Office

N/A

Contact for Firm:

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

Number of employees in San Diego County:

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

Applicable Licenses:

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

State Contractor's License

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

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

) **Landscape Architect**
) Neri Landscape Architecture – Jim Neri
#3321, California Licensed Landscape Architect
City of San Diego SLBE#11NL0337 Expires: 6/8/2019
DIR #: 1000030390

) **Civil Engineer & Surveyor**
) O'Day Consultants
DIR #: 1000011418

California Contractors License:

	Expires:
) George O'Day, PE (32014*)	December 31, 2018
) Pat O'Day, PE (27214*)	March 31, 2019
) 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
) Joanne Tyler, PLS (8904)	September 30, 2018
) Keith W. Hansen, RCE (60223)	June 30, 2018

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

ATTACHMENT G EVALUATION AND SELECTION

01

RFP EXCEPTIONS

We have no proposed exceptions.

02

EQUAL EMPLOYMENT & CONTRACTING OPPORTUNITY

Work Force Report (EOC Form BB05) is attached as Appendix A. Per 11.3 of the RFP – If prior to the award of the contract the City feels Landscapes Unlimited is under represented when compared to the county labor force availability data, Landscapes Unlimited will submit an updated Work Force Report or an Equal Employment Opportunity Plan.

03

EXECUTIVE SUMMARY

Landscapes Unlimited, along with our team, is very pleased to submit our proposal for design/build services for the Multiple Award Design/Build Contracts (MACC) Task Order Number: 01 Torrey Pines South Golf Course Improvement Project. We are confident that you will find our history of golf-specific, design/build experience to be ideally suited for this contract and that our comprehensive response herein thoroughly addresses all required criteria.

Technical Approach, Construction Plan and Project Team

SCHEDULE - The Landscapes Unlimited team proposes to complete 100% of the Torrey Pines South improvements in one phase, to be completed by the City's published phase one completion date of October 1, 2019. All design, engineering and permitting will be completed during 2018. Our pricing, staffing and project approach is based on this "one season-one phase" execution strategy. We believe this has many significant advantages for the City, primarily:

-) **No loss of revenues in 2018/2019**
-) **Less disruption to on-going operations**
-) **Reduced project cost**

Our one-season sequencing plan is based on the City's requirement that only two holes at a time are closed, and that the golf course stays in operation throughout the entire project duration.

COLLABORATION is the key ingredient to our proven design/build team approach and method to accomplish this work. 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 the South Course project, many of which are in the San Diego area. Led by Landscapes Unlimited, our design/build team fully meets the experience and qualification requirements of this solicitation.

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 project, and will manage our team of design, technical, environmental, supplier and construction professionals.

Landscapes Unlimited (LU) is the golf industry leader in comprehensive design/build delivery with more than 40 design/build projects successfully completed. We will be the design/build manager for the team and will also self-perform the majority of the construction work for this project, including the irrigation, far exceeding the City's 30% self-perform requirement. Leading our team will be Dave Linngren LU's Southwest Regional Manager, based in La Quinta, California, who has hands-on experience working and managing previous projects for the Torrey Pines South Course. Long time LU veteran shaper Jim Cluley, our shaping and construction specialist, will use his experience and talents to bring life to the project and draw upon his knowledge from his prior Rees Jones shaping assignments. Our commitment is that all final improvements will be implemented through a thoughtful collaborative process by working hand-in-hand with the City, the golf architect, our irrigation designer, the regulatory agencies, and the environmental team on all fronts, ensuring the City's objectives are addressed.

LU 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 US. From 2005 to 2008, Landscapes Unlimited provided extensive renovation services on Torrey Pines South Course, in preparation for the 2008 US Open.



LU Torrey Pines South Course renovation 2005-2008 prior to 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 along with the City's designer of Balboa Park Golf Course. He will make certain to fully integrate an irrigation design that will be consistent with the City's goals and objectives for this project. The irrigation design will not only focus on a high efficiency system to sustain and promote healthy turf, but also to optimize life-cycle criteria, and maximize system components that will support long-term water conservation.

Our environmental consulting team (**GEPermit, Meridian Archaeological Services and Research, San Diego Natural History Museum Paleo Services, Lohstroh Biological Consultants, Red Tail Monitoring, and Ldn Consulting**, the project's environmental coordinator, archaeological, paleontological, biological, Native American and acoustical 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, surveying services and monitoring.

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 fully meet or exceed the City's SLBE, ELBE and DVBE outreach expectations. We understand the importance of providing equal opportunities and employment and the benefits and value of recruiting, hiring, training and promoting a diverse work force.

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

04

PROJECT TEAM

Landscapes Unlimited (LU), over the past 40 years, has provided construction and irrigation and design/build services for some of the most notable golf courses in the nation. Many of our projects have been on courses that host PGA and/or USGA events, including multiple US Open venues. We are proud to have worked closely with the City, the Century Club and Rees Jones from the years 2005 through 2008 to renovate the South Course at Torrey, in preparation for the memorable 2008 US Open. That project involved similar scope items including: new bunkers with renovations to existing bunkers, new tees with renovated to select tees in strategic areas, new cart path, irrigation retrofits in areas of work, and kikuyu grass sod removed and replaced throughout the golf course. Another recent design/build project of note was the complete renovation of the TPC Scottsdale course in 2015, host site of the PGA Tour Waste Management Open. This challenging wall-to-wall complete renovation was performed with a fast-track execution strategy and was completed in four months for the PGA Tour and the City of Scottsdale, Arizona.

Our major design partner for the South Course project is Brent Harvey, who will be providing all of the irrigation design. We have worked with Brent on more than 30 projects over the past 17 years. He was the Irrigation Designer for the Balboa Park golf course irrigation replacement in 2011 for the City of San Diego. He gained extensive first-hand knowledge working with the City of San Diego and fully understands the City's demand for quality, efficiency, water conservation, technical specification requirements, life-cycle requirements, and the City's review and approval processes and procedures. This prior City experience, coupled with his unparalleled resume of 26 successful years of golf course irrigation design, makes him the ideal choice for Irrigation Designer for the Torrey Pines South project.

LU also has extensive experience with working with Rees Jones over the years, in addition to working with him on the prior South Course renovations. This past year, we completed Golden Horseshoe Golf Club, Williamsburg, VA and Piedmont Driving Club, Atlanta, GA, both Rees Jones projects. Over the past 25 years, we have worked on over 20 Rees Jones courses. We think this history of successful collaboration, both at the South Course and nationwide, adds significant value to our Torrey project approach. We have a solid history of working well together on prominent and successful golf courses.

Other key design and consulting partners include **O'Day Consulting** (Civil Engineering, SWPPP and Surveying), **GEPermit** (Environmental Team Coordination and Management and Public Outreach) **Lohstroh Biological Consultants** (Biological), **Meridian Archaeological Services** (Archaeological), **San Diego Natural History Museum Paleo Services** (Paleontological), **Red Tail Monitoring** (Native American), **Ldn Consulting** (Acoustical), and **Neri Landscape Architecture (Architectural)**. Both O'Day and Lohstroh were engaged to provide similar services for the recently completed Torrey Pines North Course Improvements in 2016. All firms have prior experience on City of San Diego projects.

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

4.1 Project Manager

Dave Linngren – Construction Project Manager As Team Leader/Project Manager for Landscapes Unlimited (LU), Dave will ensure the project is designed and constructed in accordance with design, budget, and schedule criteria established by the City. He will provide senior management and representation for LU to ensure quality completion of the project which includes: overseeing construction operations as Project Manager, ensuring schedules, specifications, staffing levels, resource planning and logistics, contract requirements and commitments, and all other project goals and procedures are met. Dave will work in collaboration with the Design/Build Program Manager to secure regulatory approvals and permits, and overall project coordination and execution planning for interdependent project elements with the Irrigation Project Manager for the irrigation installation. He will be fully responsible for all project and construction activities including schedule and resource management, meeting quality expectations, and overall construction project management to deliver a successful project.

For the past nine years, Dave has been based in La Quinta, California as our Southwest Regional Manager. He has been responsible for overseeing all LU projects completed in California and he has coordinated and managed the construction and renovation of over 90 golf courses, both public and private facilities. Dave began with LU in 1999 as an intern, was hired full-time in 2001 as an assistant construction superintendent, and was promoted to a construction superintendent in 2005. He became a regional project manager for us in 2008 and has a tremendous amount of new construction and renovation experience at some of the most prestigious courses in Southern California.

Dave was involved with many successful renovations at Torrey Pines from 2001 to 2008, where LU provided extensive renovation services on the Torrey Pines South Course in preparation for the 2008 US Open. With over 17 years of experience with LU, his knowledge of the regional and local area and environment is the ideal foundation to lead our design/build team.

Similar Role Project Listing:

Torrey Pines South Course, San Diego, CA; Lakeside Golf Club, Burbank, CA; Brentwood Country Club of Los Angeles, Los Angeles, CA; PGA West, La Quinta, CA; Reserve Club, Indian Wells, CA; La Quinta Country Club, La Quinta, CA; Contra Costa, Pleasant Hill, CA; La Jolla Country Club, La Jolla, CA; Bridges at Rancho Santa Fe, Rancho Santa Fe, CA; **Elmwood Golf Course, Sioux Falls, SD (Municipal projects indicated in bold.)**

Tom Works – Irrigation Project Manager Tom will be the Irrigation Project Manager for LU dedicated to the successful installation of the irrigation system in accordance with design, budget and schedule. For purposes of control, coordination and continuity, Tom will provide management oversight for the irrigation installation from pre-construction to procurement, to installation, to job close out. He will be on-site frequently, helping the on-site irrigation specialists and installation crews achieve cost, quality and schedule objectives as well as handling challenges that may arise during the construction process. With over 26 years of irrigation experience, Tom has coordinated and managed the installation of over 300 golf courses, parks, and sports field irrigation systems, in both public and private sectors. He is well versed in HDPE (high density polyethylene) pipe

installations, quality control, products and applications. He has a thorough knowledge of both field techniques involved in golf course and athletic field irrigation installations, and has managed various types of delivery contracts such as Cost Plus, Design/Build, Design/Bid/Build and CMR. Tom is recognized as an industry leader in cost estimating, project scheduling and overall project execution.

Tom also has experience with the South Course, as he was the Irrigation Project Manager for the 2005 Torrey Pines South Course golf renovation. He is very familiar with the existing irrigation system, environmental issues and logistics for the project.

Similar Role Project Listing:

City of Denver, Willis Case Golf Course, Overland Park Golf Course, and John F. Kennedy Golf Course, Denver, CO; Vail Golf Club, Vail, CO; Lakeside Golf Club, Burbank, CA; Broadmoor Mountain Course, Colorado Springs, CO; Bob Hope Classic Club @ Northstar, Palm Desert, CA; **Harding Park Golf Course, San Francisco, CA;** Brookside Golf Course at The Rose Bowl, Pasadena, CA; **Torrey Pines Golf Course San Diego, CA;** TPC Scottsdale, Scottsdale, AZ **(Municipal projects indicated in bold.)**

Jack Morgan – Design/Build Program Manager Jack will assist the LU team at the executive oversight level with value engineering, quality management, project budgets, permitting, schedule, cost controls, and contract administration for the project, from concept through commissioning. He will work closely with the construction and irrigation project managers, project superintendent, irrigation specialists and construction team to ensure full integration of efficient management policies and procedures into all project phases and tasks. Jack will also provide interface, communicate and coordinate with the City staff, the consulting and engineering team and the environmental monitoring staff. Working with the design/build team he will take an active role in the oversight of the project's cost and schedule.

Jack has over 30 years of golf design/build project management experience, the last 19 years with LU. LU is the industry leader in turnkey golf facility design/build, with over 40 golf design/build projects successfully completed. Jack has filled the key management and oversight role in the majority of these LU projects. Similar to the Torrey Pines South proposed scope, most of LU's design/build projects led by Jack were turnkey projects, which included comprehensive services for the programming, budgeting, community outreach, design, engineering, regulatory approvals, permitting, partnering, construction, QA/QC, pre-opening and commissioning of all interdependent project elements.

Similar Role Partial Representative Project Listing: Ballyhack Golf Club, Roanoke, VA; Coldwater Golf Club, Avondale, AZ; **Compass Pointe Golf Course, Baltimore, MD;** Cross Creek Golf Club, Laurel, MD; Fiddlesticks Country Club, Fort Myers, FL; Golf Club at Fleming Island Plantation, Orange Park, FL; **Gulf Winds Golf Course, Corpus Christi, TX;** Hemet Golf Club, Hemet, CA; Houston National Golf Club, Houston, TX; **The First Tee of Little Rock, Little Rock, AR;** **Mansfield National Golf Club, Mansfield, TX;** **Max A. Mandel Municipal Golf Course, Laredo, TX;** Renditions Golf Course, Davidsonville, MD; **Sequoyah National Golf Club, Cherokee, NC;** **Sewailo Golf Club, Tucson, AZ;** La Paloma Country Club, Amarillo, TX;

Firekeeper Golf Club, Mayetta, KS; The Outlaw Club, Alto, NM; The Patriot, Owasso, OK; Torrey Pines South Course, San Diego, CA; Trinity Forest Golf Club, Dallas, TX; We-Ko-Pa Golf Club, Fountain Hills, AZ; West Ridge Golf Club, McKinney, TX. (Municipal projects indicated in bold.)

4.2. Project Superintendent

Martin Corona – Project Superintendent Martin will be responsible for the on-site management of all aspects of the construction project. In cooperation with the project managers, Martin will help convey the design plans to the construction crews, subcontractors, shaper, and act as primary point of contact for the City regarding day-to-day field operations. He will also serve as quality control manager. He will coordinate all field construction with environmental monitoring staff and be directly responsible for all on-site sequencing of the work.

Martin has been a valuable member of the LU team for over 15 years. He has extensive experience in diverse renovations as well as new construction projects. Martin started as an assistant superintendent and has been a superintendent for the past seven years. Martin is extremely knowledgeable of the techniques used in golf course construction, renovation, restoration and landscaping. He is a full-time resident of Southern California and is OSHA 10 and 30 Hour Certified, Better Billy Bunker Certified, CPR/First Responder trained and is bi-lingual.

Similar Role Project Listing:

Brentwood Country Club of Los Angeles, Los Angeles, CA; Shady Canyon Golf Club, Irvine, CA; Ironwood Country Club, Palm Desert, CA; Santa Ana Country Club, Santa Ana, CA; Almaden Golf and Country Club, San Jose, CA; Westlake Golf Course, Palm Desert, CA; Mesa Verde Country Club, Costa Mesa, CA; Carmel Mountain Ranch Country Club, San Diego, CA; Hawk's Landing Golf Club at Blue Skies, Yucca Valley, CA; Del Paso Country Club, Sacramento, CA; PGA West-La Quinta Resort, La Quinta, CA; Sewailo Golf Club, Tucson, AZ; Brookside Golf Club, Pasadena, CA; La Jolla Country Club La Jolla, CA

4.3. Assistant Superintendent/Assistant Project Manager

Eric Wolfert – Assistant Project Superintendent/Assistant Project Manager Eric has been in the golf industry for over 15 years. He has worked the past three years for LU, quickly moving up the ranks from assistant to project superintendent in a short time. Before coming to LU Eric had worked with other landscape and golf course contractors in the roles of operator, superintendent, estimator and project manager. Eric started in the industry in golf course maintenance and was previously active at one of the country's top 100 golf courses and former host site of the Sprint International PGA Tour Tournament at Castle Pines Golf Club, Castle Rock, CO.

Eric's duties will focus on assisting the project and irrigation superintendents with the daily data collection, daily reports, tracking, schedule management and updates, verification, testing, as-builts, and reporting, as well as serving as the Site Safety Officer. He will also assist the

superintendents with quality control, and provide technical support to the Municipal Project Coordinator.

His past experience on many of our complex federal/military projects makes him the best candidate for detailed regulatory reporting, project organization and any relevant project task. He will bring added value to the construction management team. Certifications include: BFA Pratt Institute, Penn State Turfgrass Management, OSHA 30 hours, EM 385-1-1 40 Hour Certified, QCM-C 784 Certified, First Aid/CPR and Better Billy Bunker Certified.

Similar Role Project Listing:

Cheyenne Shadows Golf Club, Fort Carson, CO; Oxbow Country Club, Oxbow, ND; Breckenridge Golf Club, Breckenridge, CO; Windwalker Ranch, Steamboat Springs, CO; Midland Country Club, Midland, TX; Elmwood Golf Course, West Des Moines, IA (Municipal projects indicated in bold.)

4.4. Lead Shaper

Jim Cluley – Lead Shaper Jim, one of LU's most experienced shapers, will have the important role of key shaping for the Torrey Pines South Course project. As lead project shaper, he 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 is consistently highly complimented and requested by golf architects for his talents in shaping the design accurately and efficiently. Jim is able to rough and finish shape as well as operate other types of heavy equipment.

Jim uses his operation of equipment as an extension of his hands to achieve the architect's desired effect of the course. His knowledge of different soils and terrains, as well as his talents to adapt, are what make him one of the very best in the industry, turning the architect's vision (and two-dimensional plans) into reality on the ground. He has worked on shaping assignments on courses designed by **Rees Jones, Lakewood Country Club – Rockville, MD and The Dunes Golf and Beach Club – Myrtle Beach, SC** as well with all of the industry's most prominent designers including Jack Nicklaus, Greg Norman, and Robert Trent Jones II, to name a few.

One of the most memorable 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 directly with Mr. Palmer himself, as he personally directed the renovation at this historic venue before his passing. Bay Hill was Mr. Palmer's home course in Florida, and is the host of the annual PGA Tour event, The Arnold Palmer Invitational presented by MasterCard.

Similar Recent Project Listing:

Tradition Golf Club, La Quinta, CA; Santa Ana Country Club, Santa Ana, CA; Contra Costa Country Club, Pleasant Hill, CA; **Max Mandel Municipal Golf Course, Laredo, TX;** Blessings Golf Club, Fayetteville, AR; Midland Country Club, Midland, TX; **Elmwood Golf Course, West Des Moines, IA (Municipal projects indicated in bold.)**

4.5. Irrigation Specialist

Jose Acosta – Irrigation Specialist Jose has 30+ years of experience in the golf irrigation industry with 23 of those years being with the LU irrigation team. Jose’s expertise developed over decades of successful irrigation installations, gives him valuable insight into the design, installation, management and maintenance of all types of irrigation systems, especially as it relates to renovation projects. Jose is an HDPE certified installer, and his team and support staff are very knowledgeable with the latest state-of-the-art products and technology.

Jose will be responsible for the on-site management of irrigation installation, coordination with the construction superintendent for construction tasks, materials, personnel and equipment. He is also responsible for job site safety, meeting schedule deadlines and adhering to project budgets, while providing quality control.

Similar Recent Project Listing:

Rees Jones Courses: Andalusia at Coral Mountain, La Quinta, CA; Quintero Golf Club, Peoria, AZ

Brent Harvey Designed Courses: Andalusia at Coral Mountain, La Quinta, CA; Riviera Country Club, Pacific Palisades, CA; Big Horn Golf Club, Palm Desert, CA; Rope Rider Golf Course, Cle Elum, WA

Other: Carmel Mountain Ranch Country Club, San Diego, CA; **Thorncreek Golf Course, Thornton, CO; Cheyenne Shadows Golf Club, Fort Carson, CO;** West Ridge Golf Course, West Valley City, UT (**Municipal projects indicated in bold.**)

4.6. Concrete/Flatwork Installers

DMI General Engineering Contractor, San Marcos, California, will provide concrete, flatwork, and ADA improvements, in addition to providing miscellaneous excavation, utility, landscaping and irrigation services. Glen Bullock, owner, brings to the DMI team nearly 30 years of experience in general engineering and building construction. While serving in the United States Marine Corps he completed various international projects while gaining considerable experience in project management, quality control, estimating, and safety.



In the civilian arena, Glen and DMI have completed numerous projects for a multitude of owners - federal, state, and various municipalities, including the City of San Diego. DMI’s services have included underground utilities, paving, landscaping, irrigation, site work, mass excavation work performed for shoring walls of various types and demolition of same, experience in storm drain, water and sewer grading, freeway, and bridge and lane work. He is SWPPP and Competent Person

trained, trained in construction inspection, OSHA 10 certified, Hazardous Waste Handling, and has a vast knowledge of safety codes.

Glen Bullock is the sole owner of DMI and brings with him the Disabled Veterans Business Enterprise status, as well as SLBE. His significant paving, underground utility, earthwork, and civil infrastructure background is perfectly complimented by his experienced management team. Since becoming sole-owner of DMI, Glen has overseen the successful completion of over \$200 million in various general engineering projects, primarily in and around San Diego.

Similar Recent Project Listing:

San Diego Zoo Safari Park

15500 San Pasqual Valley Road
Escondido, CA 92027
(760) 747-8702

Contact:

DavidLarson@DLarson@sandiegozoo.org

Project Name: Various and On-Going

Contract Amt: \$10,000,000 + Completion

Date: Ongoing



Description: Grading of over 40 acres, roads and exhibits and 120,000CY Africa tour project cut fill, remove and recompact. Erosion control and site maintenance. Installation of the Rhino Rescue Center to include a 9,700SF CMU building complete with foundations and slabs. Wood framed slab on grade 6,450SF staff facility with restrooms, kitchenet and conference room. Over 270,000SF of main parking lot pavement restoration. Installed over 9 miles of reclaimed water, well water and domestic water systems.

City of San Diego - Field Engineering Division MS

18 9485 Aero Drive

San Diego, CA 92123-1801

Contact: Wayne Jarrell@WJarrell@sandiego.gov

Project Name: Juan Street Concrete Replacement

Contract Amt: \$6,543,543.00

Completion Date: 2016

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



4.7. Environmental Expert Qualifications

GEPermit will manage, oversee coordination and implementation of the various environmental monitoring programs pursuant to the requirements of the Mitigation, Monitoring, and Reporting Program (MMRP) as described in the Mitigated Negative Declaration (MND) for the Torrey Pines South project. With several projects completed in San Diego County and surrounding areas, the in-house staff of GEPermit, has the expertise 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 and our other environmental associates are highly-qualified and are all listed on the City of San Diego's Approved Consultants List.

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 the required monitors to ensure regulatory compliance with the City of San Diego and CEQA protocols.

CEQA/NEPA Environmental Project Manager

Gulsum Rustemoglu, a highly experienced CEQA/NEPA Planner, has 18 years of project management and environmental permitting experience specializing in the development of CEQA and NEPA EISs, EAs, and EIRs, for transportation and infrastructure projects, commercial/municipal facilities, industrial plants, pipelines, and urban and residential development projects. She supports the acquisition of federal, state, and local permit applications; conducts regulatory compliance, and supports public participation programs. She is a skilled writer/communicator and effective public speaker who is able to convey complex information to both specialized and non-expert audiences. Her firm, GEPermit, has been awarded 2016 Woman Owned Small Business of the Year by SBA San Diego District. Development of the environmental services team, under GEPermit, will meet the requirements set for this project by the City of San Diego SLBE/ELBE goals.

Experience

Coastal Development Permit – Dynegy South Bay Power Plant Demolition/Remediation Project, San Diego, CA:

Ms. Rustemoglu provided Environmental Review services to Dynegy South Bay, LLC for a demolition and remediation project of the South Bay Power Plant (SBPP) that is subject to the California Coastal Commission (CCC) and required a Coastal Development Permit (CDP). Ms. Rustemoglu and her team have prepared biological studies as part of the CDP Application. Ms. Rustemoglu also provided the following tasks of data review and validation and coordination of meetings and consultation with the lead agencies including CCC, San Diego Unified Port District, and the City of Chula Vista. Upon securing the above ground demolition permit, the power plant was successfully demolished on Feb. 2, 2013.

City of San Diego CEQA Plus Document for the Miramar Clearwell Improvement Project, San Diego, CA:

Mrs. Rustemoglu provided environmental consulting and permitting services for the City of San Diego's Miramar Clearwell Improvements Project and supporting Kleinfelder, Inc. (former Simon Wong Engineering) Project Team. The project proposed a number of upgrades and expansions including the demolition of the two existing clearwells, the construction of two new clearwells, the construction of a chlorine contact chamber, a maintenance building, a guard control shack, as well as associated piping and facilities, and miscellaneous site improvements (improved site access and landscaping). Due to the State funding mechanism, the project required preparation of a CEQA Plus document, and an Addendum EIR. GEPERMIT's primary role was also to obtain necessary local City of San Diego permits prior to the construction activities. GEPERMIT successfully completed the City of San Diego DS-510 Public Project Assessment Application, DS-560 Storm Water Requirements Applicability Checklist for the project. Project required regular consultation and meetings with the City Engineering Department as well as the Development Services Department. Project also required GHG Analysis, biological site assessment and cultural resources monitoring services as additional task orders.

Conditional Use Permit/EIR for Meadowood Specific Plan, County of San Diego:

Initial Study and CEQA compliance for the project, located along I-15 and SR 76 and within the Fallbrook Community Planning Area. Major issues involved residential development permits in a rural area. The Meadowood Specific Plan is a proposed residential development with an overall residential density of 3.2 dwelling units per acre and a maximum of 1,244 dwelling units.

NEPA and CEQA – EIS/EIR for I-5/SR 56 Freeway Connectors Project, San Diego CA:

As a task leader for the EIS/EIR being prepared for Caltrans and the City of San Diego, Ms. Rustemoglu coordinated the overall EIS/EIR and permit application process, prepared the cumulative project impact assessment, and reviewed associated technical reports. She conducted consultation meetings with the internal Transportation Engineering division as well as the City of San Diego Project Team.

Qualified Biologist

Biologist Brian Lohstroh possesses over 19 years of biological consulting experience within San Diego and neighboring environs. Mr. Lohstroh has specific experience working on City of San Diego projects such as the Torrey Pines North Golf Course Improvements Project, Waterways Maintenance Plan Project, Coastal Rail Trail, and has conducted numerous biological surveys throughout the City of San Diego. Mr. Lohstroh features a rare skill set that combines diverse listed species survey capabilities, several USFWS permits, aquatic resource training with environmental compliance, permitting, monitoring, and constraints analysis.

Valid Endangered Species Recovery Permit

Mr. Lohstroh possess a valid Endangered Species Act Section 10(a)(1)(A) recovery permit (# TE-063608-6). Along with other authorizations, Mr. Lohstroh is permitted to conduct California gnatcatcher presence/absence surveys and monitor their nests.

Experience

Biologist Brian Lohstroh has worked on numerous City of San Diego projects over the course of his 19 years of biological consulting experience and some of his relevant experience includes the following projects:

Torrey Pines North Golf Course Improvements Project

Provided biological survey and monitoring services in compliance with the City of San Diego's MSCP and the Project's MND mitigation requirements. Conducted protocol California gnatcatcher surveys in the adjacent habitat and monitored resident pairs throughout the breeding season during construction on the golf course. Coordinated noise monitoring with a certified acoustician to analyze effects of construction noise on gnatcatcher nesting. Provided City with a monitoring exhibit and attended weekly progress meetings with the City and contractor.

Waterways Maintenance Plan (WMP) and Tijuana River Valley Channel Maintenance Projects

Conducted avian surveys at several drainages throughout the City of San Diego for the WMP project and provided monitoring support for the Tijuana River Valley Channel Maintenance Project. Conducted southwestern willow flycatcher and least Bell's vireo surveys during the 2017 breeding season. Coordinated with City crews to ensure avoidance of sensitive biological resources, while allowing work to be completed in an effective and efficient manner.

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

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.

Acoustician

Jeremy Louden has been involved in the field of civil engineering for over 18 years specializing in acoustical, and air quality.

Experience

Mr. Louden has extensive City of San Diego experience including Fairbanks Country Villas Noise Monitoring project. The specialized mitigation measures, due to the raising of pad elevations, identified a need 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.

Mr. Louden has a Bachelor's of Science in civil engineering from San Diego State University and is approved through the County of San Diego CEQA Consultant for Acoustics and Air Quality.

Professional Registration

Engineer-In-Training (EIT) #114983

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 resource surveys, evaluations and data recovery, construction monitoring, mitigation management, monitoring and compliance, regulatory agency consulting, environmental document section preparation, and agreement documents.

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 record 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 archaeological, paleontological and Native American monitor during construction.

Qualifications Meridian and GEP permit 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 project 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.

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.

Experience

- 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

THE
Register of Professional Archaeologists

Certifies that

Jose Aguilar, M.A., RPA

Has met all professional qualifications
and has been accredited as a

Registered Professional Archaeologist

Ian Burrows
President



12/22/2010
Date

Paleontologist – San Diego Natural History Museum Paleo

Paleontologist – San Diego Natural History Museum Paleo Service 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.

Experience

Sewer & Water Group 721 Project: The Sewer Group Job 721 project is located in the Ocean Beach neighborhood and community plan area of the City of San Diego, San Diego County, California. The project involved replacement of approximately 10,313 linear feet of 6- or 8-inch concrete and vitrified clay sewer mains and the abandonment of approximately 150 linear feet of 6-inch concrete sewer mains. Due to the presence of previously disturbed artificial fill (no paleontological sensitivity) within the majority of the trenches, paleontological monitoring focused on material excavated from the base of the trenches. No significant fossils were discovered during monitoring of this project. A final paleontological mitigation report was submitted at the completion of the paleontological mitigation program. Monitoring did not interfere with, or delay, construction operations and was completed under budget with a cost savings for the client.

Broadstone Makers Quarter Project: The Broadstone Makers Quarter project is located in the East Village Neighborhood and Centre City Community Plan Area of the City of San Diego, San Diego County, California. The project involved excavation operations associated with the construction of a six-level residential development with two levels of subterranean parking. Paleontological monitoring primarily focused on augering for soldier beam installation around the perimeter of the site, mass grading, and footing excavations. The mitigation program involved paleontological monitoring of excavation activities into native deposits, fossil salvage, laboratory preparation of salvaged specimens, curation of prepared specimens, storage of curated specimens, and completion of a final paleontological mitigation report. This work resulted in the recovery of marine mollusks from the Pliocene–Pleistocene-age San Diego Formation (about 3.5 to 1.5 million years old). Monitoring and fossil recovery did not interfere with, or delay, construction operations and was completed under budget with a cost savings for the client.

4.8. Civil Engineer and Experts

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.



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.

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.

Proof of QSP/QSD

QSD and QSP Search Results						
Name	Address	QSD or QSP	Certificate Number	Expire Date	Underlying Certificate	Status
ansen, eit	IT AS DAY CONSULTANTS 210 LORAIN AVE ST SUITE 100 CARLSBAD CA 92010 oit@ansen.com mail@cm Map It	SD and SP	00181	Dec 1, 2018	California registered professional engineer C 0223	Active

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.

Civil Engineer / Surveyor –O’Day Consulting Licensed Engineers and Surveyors

George O’Day, PE (32014*)

Pat O’Day, PE (27214*)

Tim Carroll, PLS (7700)

Brian Faraci, PLS (5432)

Nichole Fine, PLS (8753)

Colin O’Brien, PLS (9296)

Joanne Tyler, PLS (8904)

Keith W. Hansen, RCE (60223)

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

4.9. Crews and Irrigation Experience for the Project

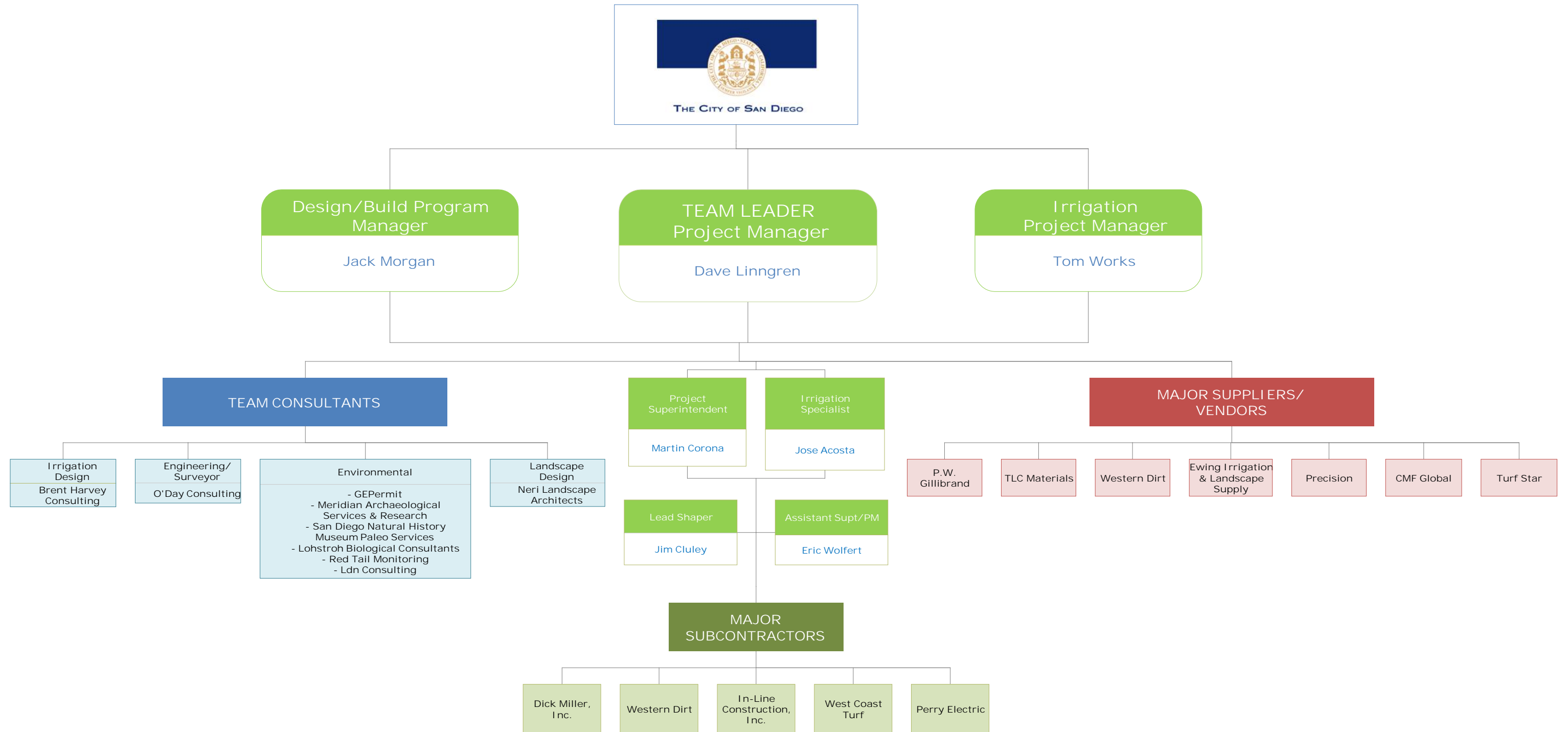
The foundation of our staffing plan is to assign our most experienced personnel to the Torrey Pines South Course renovation. We anticipate that the 60-plus crew members, including our most experienced crew leaders, will have an average tenure of 10 to 20 years of golf construction and irrigation. We have several compelling reasons for our staffing approach. Advancing through the work, within the context of closing a maximum of two holes at a time, requires narrow completion windows for each sub-task, on each hole, to meet in our one-season completion. We have found that our most seasoned personnel, can hit maximum production rates, from day one. Additionally, many of our crew members have prior South Course experience with LU.

Another important aspect of matching our most experienced to this job is the need for cross training. The vast majority of key team members at Torrey Pines South Course will be highly experienced across all hands-on tasks of irrigation installation as well as golf construction means and methods. This experience spans from hand work through equipment operation. We will have multiple crews, working concurrently on each hole for the duration of the project. Individual crew size will adjust day-to-day, perhaps hour-to-hour, to meet the specific daily and hourly production goals. Cross-trained, highly skilled individuals, who are able to rotate task-to-task will be key to keeping on schedule. Assuredly, the key crew members assigned to Torrey Pines South will have had years of experience, working on similar scopes, installing thousands of sprinklers and quick couplers as well as thousands of miles of pipe and wire. Our crews have completed hundreds of courses with scores of greens, bunkers, tees, fairways, features, cart paths, and drainage systems.

One other important aspect of our staffing approach stems from our core work ethic. Torrey Pines is a very prestigious, high profile project, and as such, is a highly sought-after assignment amongst our team members. An assignment to Torrey Pines South will be viewed internally as an acknowledgement to the individuals assigned of their skill and professionalism. We are confident that this project will be a showcase of the pride our individual team members take in meeting challenges with a job well-done.



4.10 Organizational Chart for Torrey Pines South



05

TECHNICAL APPROACH & CONSTRUCTION PLAN

5.1. Design Coordination

COLLABORATION has been the key ingredient underpinning the past successes of our design/build approach. This collaboration is especially critical during the design phase. The Torrey South Course project scope has already been highly specified and planned out by the City, providing a solid platform upon which to commence design. However, ensuring that the City's requirements are fully met, including the nuances of final design and installation, will require timely interaction between the City's team and our design team. As design/build, we will establish a meeting schedule and communication protocols to facilitate clear and frequent interaction, input, and iterative responses between the designers and the City. The process will be highly documented to promote clarity and ensure concurrence from all stakeholders. Meetings minutes and notes will be recorded, RFIs will be issued and tracked, and new City clarifications or changes will be reviewed and integrated into the design process. Our design team fully understands that the baseline for all design deliverables will be the RFP directives and any subsequent revisions effected and approved by City. We will facilitate an environment that encourages frequent and open communication between the key design/build team members and City staff. We are fully committed to achieving the City's goals and will communicate and interact as such throughout all phases.

5.2. Construction Approach and Methods

5.2.1 (6.2.1) Provide overall approach and methods to bunker construction

Bunker construction is a very tedious and detailed task and only highly experienced crews will be engaged. Each and every bunker will be reviewed and discussed on-site prior to any work, in collaboration with the golf architect, City Representatives (typically golf operations and golf maintenance representatives) the shaper, and the construction superintendent. This on-site analysis will commence after we have staked the proposed bunker from the plan, followed by the on-site review of the staked location for new bunkers and or changes to existing bunkers. Discussions will center on changes, existing conditions, drainage, surrounds, elevations, sight lines, depths, slopes, cut-fill requirements, access, tree proximity and protection, irrigation requirements, and other relevant existing and planned conditions. The design goal for each bunker or bunker complex will be clearly communicated at this time by the golf architect to the shaper and will be documented by the construction superintendent for the project record. The golf architect will paint the edges of the



Capillary concrete installation on greenside bunkers with minimal disturbance to existing greens.

new and or reshaped bunkers. The new bunker cavity will be excavated mechanically by the shaper, or the sand will be removed (in part by hand and part mechanically) of the existing bunkers. Equipment including small dozers and mini-excavators, as well as hand shovels and rakes will be used to establish and finish the bunker shapes, surrounds and tie-ins. Jumping jacks and vibratory plate compactors will be used to stabilize and compact the edges, floors and surrounds.

Upon the final approval by the golf architect of the bunker cavity, the drain pipe and gravel will be installed followed by the installation of the capillary concrete liner. Our hands-on experience with the capillary concrete installation has provided us with some innovative techniques to ensure a consistent and high-quality bunker liner. Once the bunker cavity is built, drained, and approved, the following are the key steps for the capillary concrete installation:

1. Mix design, concrete supplier selection and follow-on quality control mix testing is provided by the Capillary Concrete Company or their agent, and is included within the design/builder's scope of services.
2. The concrete will be ordered for delivery and installation as soon as possible after the architect approval.
3. The concrete will arrive at the site staging/transfer area in a traditional concrete truck. It is transferred from the concrete truck to a trailer or buggy, for transport out to the bunker being lined.
4. We have found through trial and error experience that the most efficient method for placing the concrete is by using a mini-excavator with a three-foot clean-out bucket (no teeth), scooping the concrete out of the trailer, and gently dumping it in place on the bunker floor. We have learned that this method allows the initial concrete to spread to a consistent initial depth, approximately two inches, which minimizes hand raking or hand redistribution of concrete, virtually eliminates splashing, and dramatically speeds up the process.
5. At that point, probing with a custom made 2" depth probe, and raking the concrete to or away from high or low areas, ensures uniform thickness.
6. Once probed, the back of a plastic bunker rake is used as a simple screed to smooth the surface, and to help submerge the gravel aggregates.
7. Then a special roller is used to further smooth and finish the surface.
8. The horizontal surface of the concrete liner immediately against the vertical earthen bunker walls are carefully troweled by hand to protect against potential soil contamination, which could clog the capillary qualities of the concrete.
9. The finished liner is immediately covered with plastic to also protect against soil or other contamination which could affect the capillary efficiency of the concrete.
10. At the 24-hour mark, the plastic is carefully removed and sand is immediately placed in the bunker. Again, the timely installation of the sand, once the 24-hour cure time passes, is critical to minimize capillary contamination. The 24-hour cure time is an estimate, and actual cure time will be adjusted based on temperature, humidity, mix chemistry, etc.

After installing the capillary concrete, the bunker sand is imported into the bunker in bulk by machine, and then spread by hand. Sand will be probed for correct depth per the City's specifications and compacted to a smooth consistent layer, and re-probed again to ensure correct and consistent compacted and finished sand depth. Concurrently with this process, new irrigation

will be installed and adjusted pursuant to the actual configuration of the new or renovated bunker. At the same time, drainage improvements such as drainage sumps, will be installed. Once all elements are complete, bunker noses and edges are then hand-sodded and the bunker is complete.



5.2.2 (6.2.2) Overall approach and methods to tee construction

Tees must be properly staked and laid out on each golf hole to ensure proper grading and alignment to landing areas. After staking tee improvements from the plans, each and every tee will be reviewed and discussed on-site prior to any work, in collaboration with the golf architect, City Representative (typically golf operations and golf maintenance representatives) the shaper, and the construction superintendent. Alignment, elevation, size, drainage, existing trees, access, cut-fill, surrounds and other relevant existing and planned conditions will be reviewed. The design goal for each tee or tee complex will be clearly communicated at this time by the golf architect to the shaper and will be documented by the construction superintendent for the project record. When tees are to be built new or leveled, they will be shaped in with a small tractor and then laser graded to a percent grade to be sure that water does not pond on the surface. Caltega sand is then capped on the tee and the tee surface is laser graded again, utilizing precision tractor mounted laser equipment to ensure a perfect surface. Sod is then hand placed and the tee construction is complete.

5.2.3 (6.2.3) Shapers approach to the work.

In areas throughout the golf course similar to Hole #4, where significant shaping is to take place, it is imperative that the shaper has the experience and the eye to work with the golf architect and appropriate machines to sculpt the vision. Small bulldozers will be used in these areas to move and shape existing areas. It is important to use accurate survey equipment to verify the precise grades and elevations to achieve the approved drainage and grading criteria per the approved engineered grading and drainage plans, and to also tie these areas in to make them playable and aesthetic, per the golf architect's vision. The collaboration with the golf architect, underpinned by the final engineered drainage plans, is critically important to be sure the look and the functionality is achieved in these very important shaping areas.

The shaper's work throughout the course will be an extension of the design process. Rapport and communication between the two is key and our lead shaper, Jim Cluley, has prior experience working with Rees Jones. During every site visit by the golf architect, the shaper and the architect will spend the majority of time on the course discussing the design concepts, feature by feature, reviewing features that have already been shaped, and visualizing the next set of features to be shaped.

5.2.4 (6.2.4). Description of the methodology and timing for open trench and vibratory plow usage for irrigation installation

In order to determine whether trenching or plowing can be utilized, it is important to understand and manage the areas where rock or other hard soils may be encountered. We will accomplish this by investigating and probing the mainline routing as well as the routing along greens, fairways and tees, well in advance of the execution. This will give us a picture of where rock and hard soils may be. We will then record this via GPS and notate those areas on the plans.

Prior to excavation, our veteran irrigation team will work with the irrigation designer to review and then field survey and flag the location of the irrigation components on the holes ready for

irrigation installation and construction. Hole specific requirements per the RFP will be verified to ensure compliance. Upon approval of the irrigation designer, construction manager, and superintendent, we will cup-cut all flagged locations and remove excavated soil and grass. Cups will be painted and a matching feathered stake chaser will be installed. We will then paint the mainline and lateral routing.

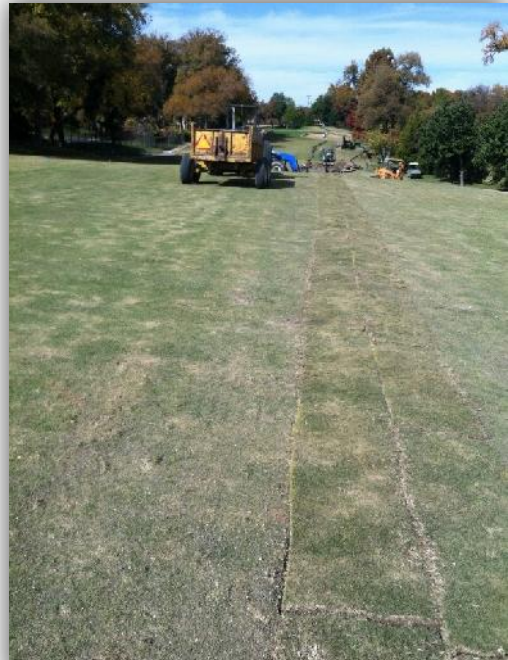
Mainline - After cutting the sod along the mainline routing, we plan to open trench all mainline with either a 90 HP trencher with turf tires and or a 50 HP rubber track mini excavator. Plywood or track mats will be utilized as needed for the equipment to protect the turf and ground. The mainline will be pre-fused to the maximum practical length possible in the staging area/construction yard, or some other area that will not impact operations or play. When ready for installation the pipe will be brought out to the installation site and skilled laborers will lay the pre-fused HDPE mainline pipe in the trench. The pipe fitters will follow, fusing the directional fittings, tees and the lateral submain fittings and valves. We will then backfill, compact, and reinstall the sod-cut turf over the trench lines, typically within 2-3 hours of excavation. At the end of each day, all open trenches will be backfilled with the exception of the next day's starting point, which will typically require 20-30 feet of open trench. This trench will be covered with plywood and orange safety fence will be installed around this area. Our experienced team has a systemic installation routine that is extremely efficient, causing very little impact to the golf hole itself. There is no wasted motion with these veteran workers.



Sod cut, rolled and moved away for mainline trenching



Rubber track mini-ex utilized for mainline trenching



Trench backfilled and sod replaced within hours to complete the mainline installation same day.

Lateral Line – Per the RFP, it is anticipated that at least 80% of the lateral lines will be installed with a plow. We plan to utilize a 90 HP vibratory plow with turf tires for the 2” lateral piping. The vibratory plow will start at a pot hole off the mainline and in line with the lateral valve and systematically plow thru the pre-dug pot-holes along the painted lateral lines. The pipe fitters will then install sprinkler services and directional fittings. Each lateral line will be flushed with water from the pipe through the swing joint service. The sprinklers will then be installed, followed by wiremen who will wire up sprinklers and make any needed splices. The pot-holes will then be backfilled and compacted. Sprinklers, quick couplers, and valve boxes will be set to grade and sod cut turf reinstalled.

Please enter the following web address in your web browser to view our irrigation installation abilities and the client focus we offer on every project.

“Video Link: How we get it done.”

<http://www.landscapesunlimited.com/specialties/irrigation-infrastructure>

5.2.5 (6.2.5) Backup strategies employed should rock and/or hard soils be encountered

As noted above, we will fully investigate the golf course prior to any construction and probe the soil to understand where rock and/or hard soils may be encountered. To assist with the management of any rock and/or hard soils that we do encounter, we will utilize a Vermeer 655 track trencher for mainline installation and a 90 HP rock wheel trencher with turf tires for lateral piping, as needed. These machines pulverize the existing rock and hard soil into backfill that should be acceptable above the specified pipe bedding and below the turf growing medium. Any unsuitable rock material will be hauled to our yard by a turf tire tractor and golf course type dump trailer and ultimately removed from site.

5.2.6 (6.2.6) Quick coupler, sump, controller and electrical/communications box installations and locations

Brent Harvey of Brent Harvey Consulting has designed numerous systems throughout California and is very familiar with the rules and regulations governing golf course irrigation systems, as well as reclaimed and potable water systems for the City of San Diego. His design at Balboa Park Golf Course for the City of San Diego is a testament to his abilities.

Brent Harvey’s design utilizes 30, 40, and 60 feet on center equilateral triangular spacing with single head control for the Toro Infinity sprinklers. Quick couplers will be placed two per green, one per fairway bunker, and one per tee, with additional quick couplers placed on every other lateral throughout each hole. Approximately 64 satellites (utilizing 43 existing units) have been included to ensure the control desired for this system and to allow for future need. These satellites will be placed in locations to minimize their view. The conduit for the 220-volt power wire will be placed in the trench with the mainline. A licensed electrician will be responsible for the

installation of 220-volt wire, splice/pull boxes, and power connections in accordance with the electrical code. Splice and pull boxes for communication and power wire/conduit will be placed and leveled to minimize their visibility and to avoid high traffic areas, as will all other valve boxes, when possible. Mainline valves will be placed to assure that all holes can be isolated individually, and lateral valves will isolate each lateral line. Valve boxes will be filled with gravel sump to ensure good drainage. The SDR11 HDPE reclaimed water system for the course, along with the SDR11 HDPE potable water system for the greens, will follow all the requirements of the RFP, including appropriate markings and testing of the system in accordance with the specified regulations.

The installation of these irrigation components is second nature to our veteran team and will be installed to the highest level of the industry standards, as represented by Brent Harvey's design. We will also implement our own installation best practices, safety protocols and quality control measures, developed over our forty-plus years of irrigation installation, where applicable. The same high regard to quality will be applied to all drainage system components and improvements, including drainage sumps.



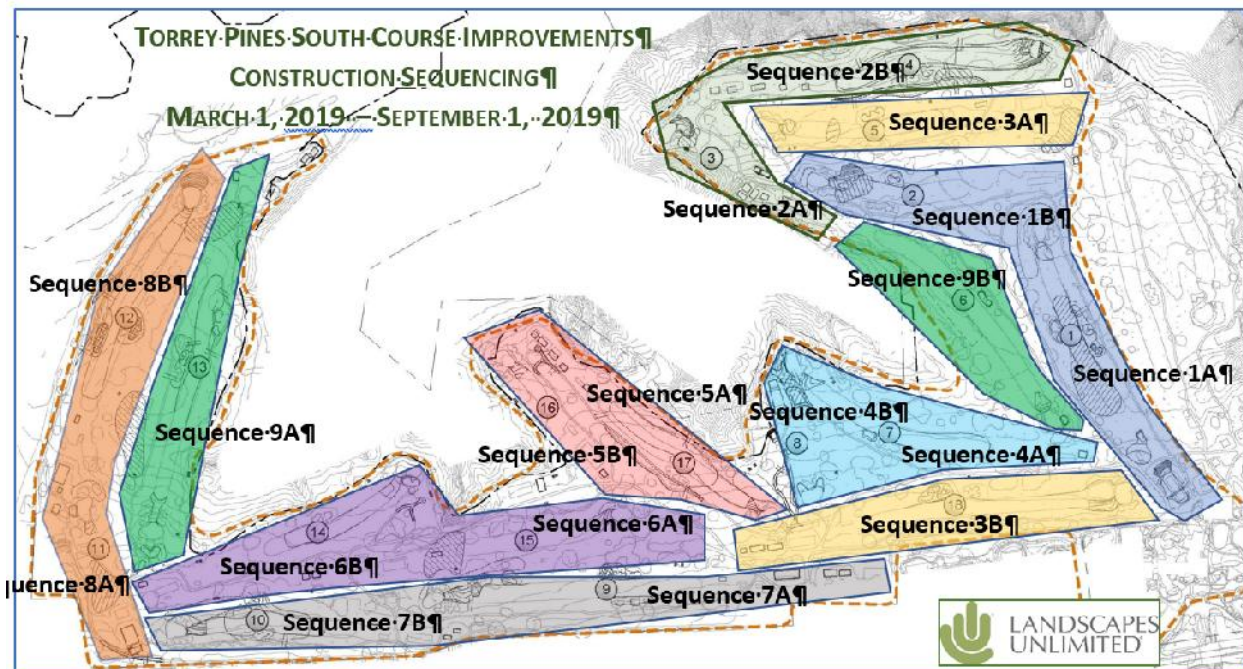
5.3 Plan for Phasing of Construction Activities

5.3.1 Design/Builder Phasing of work with 2 holes closed at a time

After evaluating the entire scope of work to be completed in the RFP, we feel that it would be in the best interests of the City of San Diego, Torrey Pines South superintendent and staff, and the golfing community to complete the design, engineering and permitting during 2018, and then the entire scope of work in one phase in 2019. Our approach to the schedule will allow us to accomplish this between March 1 and October 1 of 2019. We have included a detailed schedule by task in **Appendix B**, but provide an overview of our approach in the graphic that follows.

We will tie into the existing irrigation system between #1 tees and fairway, and begin construction work on Holes #1 and #2. We will essentially work our way from north to south, with the exception of Hole #6, which will be last since all of the bunker sand from other holes will be hauled to it. Our work sequence is Hole #1, 2, 3, 4, 5, 18, 7, 8, 17, 16, 15, 14, 9, 10, 11, 12, 13, and 6.

The graphic illustrates our construction sequencing for the major golf course improvements and irrigation installation, commencing on March 1, 2019, with the end of disturbance and the completion of grassing by September 1, 2019, the City's deadline for sodding. Our plan ensures that only two holes are closed at any given time. We will begin work on Holes 1 and 2, Sequence 1A and 1B below. As Hole 1 (Sequence 1) is completed, we will move those crews to Hole 3 (Sequence 2A), and Hole 1 will be reopened. We will advance on this basis throughout the course, completing and reopening one hole, and closing the next, until Sequence 9B, Hole 6, is completed by September 1, 2019.



With the existing irrigation mainline running along the east side of Hole #18, #9, and #10 and the new mainline design running on the west side of Holes #18 and #10 and closer to the fairway on #9, we will be able to keep the existing mainline intact throughout the construction with adequate flow and pressure to the entire system. Irrigation installation will begin with Brent Harvey staking at least two holes. We will isolate those holes utilizing existing mainline and isolation valves and adding isolation valves as needed to ensure that all holes can be watered each night.

Utilizing a mainline crew of 10-12 and a demo/lateral crew of 18-20, we will install 400 to 600 lineal feet of mainline and associated conduit/wire per day, with no more than 500 feet of mainline trench open at any given time. A crew of 8-10 will demo the existing irrigation components ahead of the lateral installation crew, who will install 25-35 sprinkler heads and associated pipe/wire per day. After the completion of each hole, the crews will begin the process on the next hole.

Typical construction tasks hole-by-hole are listed below. Hole-by-hole crew sizes and sequencing will vary depending on localized scope. Crews will vary in size, typically 4 to 10 people. In addition to the irrigation crews discussed above, additional manpower on a given hole at any given time will be 25 to 35 people, not including subcontractors.

-) Restore greenside bunkers
-) Green collar strip, Precision Aire connection, exit pipe, cap, regrass
-) Restore/expand fairway bunkers
-) Relocate fairway bunkers
-) Root removal
-) Drainage improvements
-) Shape fairways
-) Regrade/smooth green approaches
-) Adjust fairway after bunker relocation
-) New tee construction
-) Eliminate tees
-) Capillary concrete installation
-) Extend front of the existing main tee
-) Excavate and regrade swales for improved visibility
-) Reshape and shift fairway bunkers
-) Re-level tees
-) Kikuyu grass sodding

We are confident that we can complete the scope within the seven-month schedule in 2019 with this approach. Reducing the disruption of golf rounds from two years to one should be a wonderful benefit to the City, the Torrey Pines South superintendent and staff, and the golfers who utilize this course.

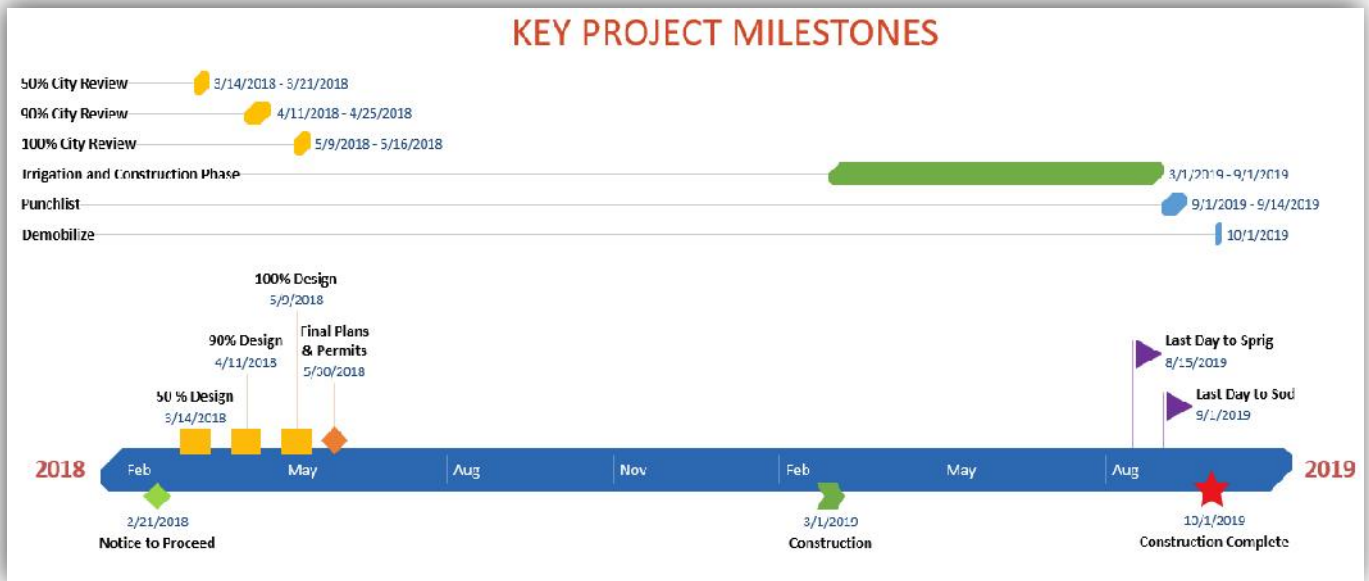
5.3.2. Alternatives to two-phased approach

With approval from the City and the golf course superintendent, we would like to recommend that we work with the golf operations and Torrey Pines maintenance staff to establish temporary greens and tees on #6 and #13 fairways, creating two holes on each of these Par 5s, to allow golfers to continue to play 18 holes during the duration of the construction. These holes could play as one Par 4 and one Par 3 at each location.

We would also like the City to consider allowing us to install two holes of mainline, in a non-invasive manner, ahead of the two holes we have closed. We would utilize temporary driving range netting, as well as all other safety measures, to allow the golfers to continue to play as we install the mainline. This would expedite our schedule, allowing us to be more efficient and avoid bottlenecks that may occur with the size of crews we have concentrated on each of the two closed holes. We have used this technique at dozens of courses, allowing play as we work concurrently, and provide a safe work zone for our crew, and the golfers.

5.4. Proposed Construction Schedule:

SCHEDULE- The Landscapes Unlimited team proposes to complete 100% of the Torrey Pines South improvements in one phase, to be completed by the City’s published phase one completion/demobilization deadline of October 1, 2019. Our pricing, staffing and project approach is based on this “one season-one phase” execution strategy. We believe this has many advantages for the City, primarily significantly less disruption to on-going operations, no loss of revenue in 2018, reduced construction costs.



5.4.1 Provide a schedule that shows the tasks, resources (number of crews), and crew work hours projected to complete the work.

See Appendix B for a detailed schedule showing sequencing tasks, resources and crew work hours hole-by-hole.

5.4.2 Provide timing for open trench and vibratory plow usage for irrigation installation

Refer to Section 5.2.4 (6.2.4)

5.4.3 Backup strategies the Design Builder intends to employ should rock and/or hard soils be encountered.

Refer to Section 5.2.5 (6.2.5)

5.4.4 Measures intended to be employed to complete the project on time

There are several key tools we regularly utilize to ensure the project achieves the schedule milestones, and finishes on-time. These include but are not limited to:

-) Experienced, cross-trained management and staff discussed in sections above. We will ensure on-site management that can provide strong management and organization, and crew members that can work efficiently, with flexibility, and can meet rigid daily production requirements.
-) Utilization of multiple crews, working sequentially, hole-by-hole. We will facilitate concurrent minimal-impact work out ahead of the two-closed holes (i.e.: mainline installation) also discussed above.
-) Utilization of **Critical Path Method** scheduling (CPM), discussed below.
-) Utilization of our **Master Tracking Program**, discussed below.
-) Critical path management and coordination by our **Municipal Project Coordinator** (MPC), discussed below.
-) LU's bench strength of available personnel resources available for schedule impact work-arounds, on a national basis. If the schedule slips for reasons we cannot predict, LU, with our national footprint, has the capability of sending in additional experienced personnel resources from all regions of the country.

Critical Path Method Schedule

As a primary project management tool, a Critical Path Method schedule (CPM) showing all of the major activities during the planning, design, permitting, procurement, and construction is prepared as one of the first tasks. We have already developed the first version of the CPM schedule to verify the validity of our proposal approach of completing this project in one season. A partial view of this schedule is included as **Appendix B**. Upon award, the CPM will be further refined and expanded to include hundreds of sub-tasks. The CPM will reflect the scope of work and milestones for all phases, preconstruction through completion. During preconstruction and design, the schedule will be used to ensure that the entire team is aware of deadlines 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 baseline. Due to the overall time constraints, the sequence of work will be vital to the successful execution of the project. Many operations will run concurrently (construction and irrigation, in two-hole increments) with major project elements under construction at

the same time. The backdrop to our project approach is our experience working at similar projects with numerous but interdependent construction elements, some being constructed concurrently, and some requiring sequential construction phases, but all completing with the same “in-service” date.

The CPM will also be used as the tool by which the City and our team can anticipate and plan for the closing of the golf course holes, and any sequential construction activities that will impact day-to-day golf operations, daily play and golf course maintenance, on a hole-by-hole or area-by-area basis. It will also provide important information to pre-identify work by area, for the purposes of safety planning and hazard mitigation for the golf patrons and City golf and maintenance staff.

Critical to meeting the interdependent schedule objectives will be the early identification of schedule constraints and developing “work-around” solutions to prevent these activities from having adverse effects. We utilize daily production data collected (discussed below) to track production versus the CPM. Trends affecting schedule milestones are detected early, and work-around programming is timely. Through total logistical control of the site, frequent progress meetings updating the team and the City, and continuous updating of the project schedule, the LU management team will have a clear look-ahead snapshot of the project at all times.

Master Tracking Program

As a contractor, LU typically self-performs most of the golf course construction and irrigation scope. As such, we have developed proprietary “in-house” tracking specific to golf and golf related construction, which gives us the flexibility to customize construction-phase tracking to the idiosyncrasies of each project, at the task and sub-task level, with the ability to see real time production trends. This level of tracking allows us to be proactive to those trends, positive and negative, rather than reactive to problems after they manifest. LU’s control systems allow multiple interdependent components to be tracked daily. Our tracking starts with the daily crew worksheets. This worksheet provides the breakdown of the crew, their hours, tasks performed, and any quantities or materials they have installed. This information is verified and input into the daily report. We program this daily report to immediately identify whether or not the individual crew has met the production goals, which can trigger an early, proactive response to a positive or negative trend.

The daily report data is then entered into our Master Tracking Program. Each of the inputs immediately reflect changes to the following: actual hours used, projected hours to be used, productivity, actual quantities, and projected quantities. These inputs are reviewed daily, by the project manager and superintendent, and any schedule adjustments determined from the data are input into the CPM. Summarized reports can also be shared with the client so they are aware of any trends. From the time the information is gathered at the crew level, and then processed, reviewed and back into the hands of our project superintendent, is typically within a 2-4-hour window. Our CPM and Master Tracking Program gives us the ability and flexibility to not just look at a project from the top down, but to make “real time” evaluations and decisions from the field, and adjust crews and equipment on the fly.

We have used this model very successfully on past projects. Through consistent, early, accurate and detailed tracking, our system allows confidence that the project is on schedule.

Regarding the elements that are subcontracted, we require our subcontractors to provide us daily reports that provide us enough detail to identify similar trends, as well as potential cost and schedule impacts. This subcontractor information is also input into the master schedule tracking system and the CPM, allowing for almost real-time review of job status, opportunities and constraints. This comprehensive forward look is essential to keeping all interdependent elements of a complex program on track for an on-time completion.

Municipal Project Coordinator

Through our subcontracting firm GEPermit, we will assign a highly experienced Municipal Project Coordinator (MPC) for the project. The MPC's sole focus and responsibility will be to administer the design/builder's compliance and coordination of, and timely submittal, distribution, response, tracking and proper documentation of all deliverables between the design/build team members, the City and regulatory/permitting authorities. The MPC will be responsible for the collection and dissemination of the various project data and deliverables related to the preparation, review and approvals of permit packages, submittals and environmental documentation for timeliness and accuracy, and meeting multiple interdependent deadlines within a complex project delivery framework. The MPC will be skilled in coordinating and interfacing with the project's technical resources and requirements, and will have extensive knowledge of working within the processes, procedures and expectations of the City and various regulatory authorities. Achieving design and permitting milestones, and staying in compliance with all reporting and monitoring, is essential to the on-time completion in our one-season approach. We view this position as our "traffic coordinator", ensuring timely work flow and communication between all parties and agencies throughout the project duration. We strongly believe that this role is critical to our schedule success and is another differentiator of our execution plan.

5.5 Environmental Efforts

As part of the General Construction Permit Requirement, O'Day Consulting will prepare a Stormwater Pollution Prevention Plan (SWPPP) that will comply with all stormwater discharge requirements mandated by the City of San Diego, and provide QSP services. The site specific SWPPP will describe all the construction site operator's activities to prevent stormwater contamination, control sedimentation and erosion, and comply with the requirements of the Clean Water Act. The Clean Water Act and associated federal regulations (Title 40 of the Code of Federal Regulations [CFR] 123.25(a)(9), 122.26(a), 122.26(b)(14)(x) and 122.26(b)(15)) require nearly all construction site operators engaged in clearing, grading, and excavating activities that disturb one acre or more, including smaller sites in a larger common plan of development or sale, to obtain coverage under a National Pollutant Discharge Elimination System (NPDES) permit for their stormwater discharges.

5.6 Traffic Control Management/Public Safety/Maintain Golf Operations

5.6.1 Public safety and traffic control measures Design Builder for the project

We anticipate that our scope of work will have minimal effect on area traffic flow. We will be receiving the bulk of materials on tractor-trailer trucks primarily at the beginning of the project, as well as some of the stockpiled materials via dump trucks, delivered to the construction yard on the east side of Hole #9. As necessary, we will work with the City prior to the commencement of the project to ensure that we are complying with Section 600 – Access, in the White Book, and any necessary community outreach services that will be required. GEPermit will manage any formal public outreach that may be necessary throughout the project. We will utilize highly experienced and reputable trucking companies who are well versed in San Diego trucking and traffic regulations and requirements. We will work closely with these subcontractors, and all of our vendor suppliers, to schedule deliveries and to minimize congestion at the job site, by staggering delivery times.

5.6.2 Design/Builder’s plan to travel between staging areas and golf holes being constructed while open to the public

Each day, we will have an updated map and written communication stating what construction activities are occurring on what holes, what areas will be affected by the construction and any material or construction equipment haul routes. This information will be posted in the clubhouse (or disseminated in other ways by the golf operations) and the appropriate warning signs, flagmen, barricades, construction lathe and ribbon, netting, and safety devices will be placed to warn and protect the public and the staff. Our crews understand that safety is of the utmost importance, as is the playability of the course. Our crews will also do their best to minimize noise, disruption and distractions to golfers, and will be respectful of golf etiquette as well.

5.6.3 Use of personal motor vehicles on the course is not allowed; carts are to be employed.

We will honor a “no personal vehicle” policy throughout the job site. We will utilize turf / golf course friendly equipment whenever possible. All equipment with rubber tires will have turf tires, and we will utilize turf-friendly trailers and dump buggies as well. When steel track equipment travels the course, we will use plywood or tires to protect turf as needed. Our two-hole, localized concentrated sequence of construction will also minimize and restrict the travel of all of our equipment.

5.6.4 Proposed measures of coordination with golf operations to ensure that the golf course will not be significantly impacted during construction

We have extensive experience working on golf courses that remain open throughout the construction. Our references can speak to the importance we place on communicating with the golf course superintendent and staff, on a daily basis, and the measures we take to keep the public updated (typically in collaboration with the golf operations staff) regarding the impacts of the construction on the course. By providing accurate, updated and timely notifications throughout the duration of the project, we will communicate impacts in advance. We will take appropriate steps (signage, portable driving range netting, barricades, construction lathe and ribbon, etc.) to keep the staff and golfers informed and safe while keeping the course open for play.

Our project superintendent will meet with and advise the construction manager and golf course superintendent and staff of each day's construction plan the day prior, to assure that all traffic, public safety, and maintenance operation issues are discussed, and an appropriate plan of action is in place and has City concurrence. In addition, an important agenda item in the weekly meetings will be the schedule look-ahead for the coming week, two-weeks and month. We will utilize a map, a white board with detailed daily tasks in the construction office that mirrors our execution plan, and disseminate written communication with all parties to assure an understanding of the day-to-day course impacts. We will update this information daily and share with our construction staff at our crew start-up meeting each morning.

References for recent renovation projects that were constructed while the course remained open.

Brentwood Country Club
590 South Burlingame Avenue
Los Angeles, CA 90049
Contact: Bob O'Connell
310-451-8011 – Office
brentwoodcc@verizon.net

Country Club of Lincoln
3200 S. 24th Street
Lincoln, NE 68502
Contact: Ryan Krings
402-423-4415 - Office
402-304-2646 - Mobile
ryan@ccl.cc

06

ADDED VALUE ITEMS

6.0 Added Value Items that are included in your proposal

6.1 Maintenance Paths A

Construction of maintenance paths along east side of Hole #18 (“right” side, approx. 1,360 linear ft.) and the maintenance path between Holes #1 and #6 (approx. 1,281 linear ft.) has not been included in our bid.

6.2 New green sumps

Installation of new green sumps per plan has been included in our bid and will be performed in 2019.

6.3 Maintenance Paths B

Additional maintenance paths between Holes #1 and #6 and adjacent to #2 tee (approx. 1, 254 linear ft.) has not been included in our bid.

6.4 Forward tee leveling and turfing

Re-leveling and re-turfing of forward tees per plan on Holes #5, #9, #10, #14, #15 has been included in our bid and will be performed in 2019.

6.5 Hole #5 additional fill

Filling and smoothing areas in the fairway on Hole #5 such to add fill on both sides of the existing pipe and smooth contours has not been included in our bid.

6.6 Hole #2 regrade swale

Remove fill and regrade area on Hole #2 to widen swale and improve right bunker visibility has not been included in our bid.

6.7 Gliderport water meter and water line

Installation of water meter and water line to supply Gliderport has not been included in our bid.

#1 Contact: Robert Hertzling
Title: Golf Course Superintendent
Organization: Lakeside Golf Club – Burbank, CA
Phone: (818) 763-1292
Email: robert@lakesidegolfclub.com

Brief Description of Relevance:

2011

Construction:

Complete renovation of the golf course including green approaches, tee construction, new bunker construction, drainage, cart paths, fairway grading and re-grassing of the fairways, tees and green surrounds.

Irrigation:

Installation of a wall to wall SDR11 HDPE reclaimed and potable water piping system with 38,000' of 4" thru 18" mainline and 118,000' of 2" lateral piping. Installation included 3,200 sprinklers on a two-wire decoder system, as well as a new central and weather station. The irrigation renovation was installed with the use of specialty turf equipment including a Case 960 vibratory plow, Case 960 trencher, as well as turf track excavators.

Team:

Dave Linngren was the project manager, Tom Works the irrigation project manager, and Martin Corona was the project superintendent. The irrigation design was by Brent Harvey Consulting.



#2 Contact: Matthew Marsh
Title: Golf Course Superintendent
Organization: Santa Ana Country Club – Santa Ana, CA
Phone: (949) 400-7499
Email: matt@santaanacc.org

Brief Description of Relevance:

2016

Construction:

Renovation and revitalization of the golf course including earthwork, greens, bunkers, tees, DG cart path, and drainage.

Irrigation:

Installation of a wall to wall SDR 11 HDPE piping system with 24,600' of 4" thru 14" mainline 124,880' of 2" lateral piping. The irrigation renovation was installed with the use of specialty turf equipment including a Case 960 Vibratory Plow, Case 960 Trencher, along with turf track excavators.

Team:

Dave Linngren was the Project Manager and Martin Corona was the Project Superintendent. The irrigation design was by Brent Harvey Consulting.



APPENDIX A

WORKFORCE EOC BB05 FORM



EQUAL OPPORTUNITY CONTRACTING EOC

2009-23000 2009-2390

WORK FORCE REPORT

Equal Employment Opportunity Outreach Program... Work Force Report (WFR)

CONTRACTOR IDENTIFICATION

Contractor information fields

Landscapes Unlimited, LLC

N/A

1201 Aries Drive

Lincoln Lancaster NE 68512

402-423-6653 402-423-4487

William Kubly

Indifferent from above

N/A

N/A N/A N/A N/A

N/A N/A N/A N/A

Limited Liability Company #973614 A, B, C-27

Kendra Fink

Contractor information fields

Contractor information fields

1201 Aries Drive

402-423-6653 402-423-4487 kfink@landscapesunlimited.com

- 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.

Landscapes Unlimited LLC

(Firm Name)

Lancaster Nebraska

(County) (State)

22nd January 2018

Kendra Fink (Authorized Signature) Kenda Fink (Print Authorized Signature Name)

APPENDIX B

**DETAILED SCHEDULE:
SHOWING SEQUENCING TASKS, RESOURCES AND
CREW WORK HOURS HOLE-BY-HOLE**

Torrey Pines South Golf Course Improvements

ID	Task Name	Crew Hours	Start	Finish	Resource Names	Timeline																									
						2/24	3/3	3/10	3/17	3/24	3/31	4/7	4/14	4/21	4/28	5/5	5/12	5/19	5/26	6/2	6/9	6/16	6/23	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18
1	Torrey Pines South Golf Course Improvements	1220 hrs	Fri 3/1/19	Tue 10/1/19																											
10	Golf Course Construction Items	1048 hrs	Fri 3/1/19	Fri 8/30/19																											
11	Hole 1	120 hrs	Fri 3/1/19	Thu 3/21/19																											
12	Restore Greenside Bunkers (2)	40 hrs	Fri 3/1/19	Thu 3/7/19	Sod Strip /Demo Crew,Bunker Demo Crew,Shaper,Bunker Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
13	Green collar strip, Precision Aire connection, exit pipe, cap, regrass	8 hrs	Fri 3/1/19	Fri 3/1/19	Core Out Crew,Drainage Crew,Earthwork Crew,Seed Bed Prep Crew,Sod Install Crew,Sod																										
14	Restore/Expand Fwy. Bunkers	64 hrs	Fri 3/1/19	Tue 3/12/19	Bunker Demo Crew,Sod Strip /Demo Crew,Shaper,Bunker Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
15	Relocate Fwy. Bunkers	32 hrs	Fri 3/1/19	Wed 3/6/19	Bunker Demo Crew,Sod Strip /Demo Crew,Shaper,Bunker Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
16	Root Removal	12 hrs	Fri 3/1/19	Mon 3/4/19	Seed Bed Prep Crew,Shaper,Sod Strip /Demo Crew,Sprig Sub																										
17	Drainage Improvements	72 hrs	Fri 3/1/19	Wed 3/13/19	Drainage Crew,Seed Bed Prep Crew,Sod Install Crew																										
18	Regrade/Smooth Green Approaches	16 hrs	Fri 3/1/19	Mon 3/4/19	Core Out Crew,Finish Shaper,Sod Strip /Demo Crew,Greens Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
19	Adjust Fwy after Bunker Relocation	4 hrs	Fri 3/1/19	Fri 3/1/19	Finish Shaper,Seed Bed Prep Crew,Sod Install Crew																										
20	New Tee Construction	16 hrs	Fri 3/1/19	Mon 3/4/19	Earthwork Crew,Shaper,Sod Strip /Demo Crew,Tee Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
21	Eliminate Tee	8 hrs	Fri 3/1/19	Fri 3/1/19	Finish Shaper,Seed Bed Prep Crew,Sod Install Crew,Sod Strip /Demo Crew																										
22	Create & Widen Championship Tee	16 hrs	Fri 3/1/19	Mon 3/4/19	Earthwork Crew,Shaper,Sod Strip /Demo Crew,Tee Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
23	Extend the front of the Existing Main Tee	8 hrs	Fri 3/1/19	Fri 3/1/19	Earthwork Crew,Shaper,Sod Strip /Demo Crew,Tee Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
24	Irrigation mainline and laterals with connection into existing 8" mainline in front of and to the North of #1 Tees.	120 hrs	Fri 3/1/19	Thu 3/21/19	Irrig. Mainline Crew,Irrig. Demo/Lateral Crew																										
25	Hole 2	80 hrs	Fri 3/1/19	Thu 3/14/19																											
26	Restore Greenside Bunkers (2)	40 hrs	Fri 3/1/19	Thu 3/7/19	Sod Strip /Demo Crew,Bunker Demo Crew,Shaper,Bunker Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
27	Green collar strip, Precision Aire connection, exit pipe, cap, regrass	8 hrs	Fri 3/1/19	Fri 3/1/19	Core Out Crew,Drainage Crew,Earthwork Crew,Seed Bed Prep Crew,Sod Install Crew,Sod																										

Torrey Pines South Golf Course Improvements

ID	Task Name	Crew Hours	Start	Finish	Resource Names	March		April		May		June		July		August		September													
						2/24	3/3	3/10	3/17	3/24	3/31	4/7	4/14	4/21	4/28	5/5	5/12	5/19	5/26	6/2	6/9	6/16	6/23	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18
48	Add new forward tee	16 hrs	Fri 3/22/19	Mon 3/25/19	Shaper,Sod Strip /Demo Crew,Tee Const. Crew,Seed Bed Prep Crew,Sod Install Crew,Earthwork Crew																										
49	Drainage Improvements	24 hrs	Fri 3/22/19	Tue 3/26/19	Drainage Crew,Seed Bed Prep Crew,Sod Install Crew																										
50	Shift fwy./regrade Landing area	64 hrs	Fri 3/22/19	Tue 4/2/19	Finish Shaper,Seed Bed Prep Crew,Sod Install Crew,Earthwork Crew																										
51	Irrigation Mainline & Laterals	136 hrs	Fri 3/22/19	Mon 4/15/19	Irrig. Demo/Lateral Crew,Irrig. Mainline Crew																										
52	Reshape bunker/fill & convert left half to fairway ramp	32 hrs	Fri 3/22/19	Wed 3/27/19	Bunker Demo Crew,Sod Strip /Demo Crew,Shaper,Bunker Const. Crew,Seed Bed Prep Crew,Sod Install Crew,Earthwork Crew																										
53	Regrade & smooth green approach	16 hrs	Fri 3/22/19	Mon 3/25/19	Core Out Crew,Finish Shaper,Sod Strip /Demo Crew,Greens Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
54	Re-create & expand existing sand Cap and Drainage field throughout Landing area	160 hrs	Fri 3/22/19	Thu 4/18/19	Finish Shaper,Seed Bed Prep Crew,Sod Install Crew,Earthwork Crew,Core Out Crew,Drainage Crew,Greens Const. Crew																										
55	Shift/rebuild Fwy. Bunkers	64 hrs	Fri 3/22/19	Tue 4/2/19	Bunker Demo Crew,Sod Strip /Demo Crew,Shaper,Bunker Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
56	Green collar strip, Precision Aire connection, exit pipe, cap, regrass	8 hrs	Fri 3/22/19	Fri 3/22/19	Core Out Crew,Drainage Crew,Earthwork Crew,Seed Bed Prep Crew,Sod Install Crew,Sod																										
57	Shift Cart Path	40 hrs	Fri 3/22/19	Thu 3/28/19	Cart Path Crew,Seed Bed Prep Crew,Shaper,Sod Install Crew,Sod Strip /Demo Crew																										
58	Hole 5	120 hrs	Wed 4/3/19	Tue 4/23/19																											
59	Irrigation Mainline & Laterals	104 hrs	Wed 4/3/19	Fri 4/19/19	Irrig. Demo/Lateral Crew,Irrig. Mainline Crew																										
60	Restore Greenside Bunkers	40 hrs	Wed 4/3/19	Tue 4/9/19	Sod Strip /Demo Crew,Bunker Demo Crew,Shaper,Bunker Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
61	Regrade/smooth green approach	16 hrs	Wed 4/3/19	Thu 4/4/19	Core Out Crew,Finish Shaper,Sod Strip /Demo Crew,Greens Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
62	Green collar strip, Precision Aire connection, exit pipe, cap, regrass	8 hrs	Wed 4/3/19	Wed 4/3/19	Core Out Crew,Drainage Crew,Earthwork Crew,Seed Bed Prep Crew,Sod Install Crew,Sod																										
63	Reshape & expand right fairway bunker.	32 hrs	Wed 4/3/19	Mon 4/8/19	Sod Strip /Demo Crew,Bunker Demo Crew,Shaper,Bunker Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
64	Restore left side fairway bunker	20 hrs	Wed 4/3/19	Fri 4/5/19	Sod Strip /Demo Crew,Shaper,Bunker Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
65	Relocate front of fairway	4 hrs	Wed 4/3/19	Wed 4/3/19	Seed Bed Prep Crew,Sod Install Crew,Sod Strip /Demo Crew																										
66	Expand existing forward tee	16 hrs	Wed 4/3/19	Thu 4/4/19	Shaper,Sod Strip /Demo Crew,Tee Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										
67	Re-level rear tee	8 hrs	Wed 4/3/19	Wed 4/3/19	Shaper,Sod Strip /Demo Crew,Tee Const. Crew,Seed Bed Prep Crew,Sod Install Crew																										

APPENDIX C

Per Addendum 1, #8 To Attachment E, Supplementary Special Provisions, Section T, Responsibilities of The Contractor, page 62, we have provided the Contractor and Subcontractors Pledge of Compliance per stated below and the provided form at: "4. You may access the Pledge of Compliance at: http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf"

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

MACC TASK ORDER NUMBER: 01

TORREY PINES SOUTH GOLF COURSE IMPROVEMENTS

RFQ NO.: K-17-1558-MAC-3-C PROPOSAL NO.: K-18-1693-MAC-3-A

B. BIDDER/CONTRACTOR INFORMATION:

Landscapes Unlimited, LLC

Legal Name		DBA	
1201 Aries Drive	Lincoln	NE	68512
Street Address	City	State	Zip
Chad Cose, Estimating Manager	(402) 423-6653	(402) 423-4487	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

† **Corporation** Date incorporated: ___/___/___ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Is your firm a publicly traded corporation? † **Yes** † **No**

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

† **Limited Liability Company** Date formed: 07 / 26 / 1977 State of formation: Nebraska

List names of members who own five percent (5%) or more of the company:

William Kubly- Manager

† **Partnership** Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

† **Sole Proprietorship** Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

† **Joint Venture** Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

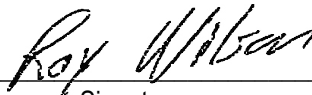
Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Roy Wilson, Assistant Manager

Print Name, Title



Signature

1-29-2018

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

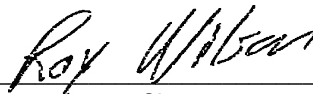
Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Intentionally left blank

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Roy Wilson, Assistant Manager

Print Name, Title



Signature

1-29-2018

Date