W·E·O'NEIL Hines Landscape Development

"We make our client's lives easier and give them peace of mind"

HINES RIVERWALK

1150 Fashion Valley Road
San Diego, CA 92108

August 2, 2023

Matt Lee
W.E. O'neill
201 Lomas Santa Fe Drive Suite 380
Solana Beach, CA 92075

Re: Riverwalk Mixed Used Development

Dear Matt,

Thank you for the opportunity to bid Hines Riverwalk, I very much look forward to working with you and your team on this.

Landscape Development, Inc. is among the oldest and largest contractors in California and we're your most reliable choice for this project. We're also your safest choice, as Landscape Development, Inc's Workers Comp Ex-Mod is far superior to all other major landscapers. LDI is in the 99th percentile for safest operations. We keep your site safe and OSHA happy.

Matt, our proposal includes all labor, materials, equipment, and services necessary to install the Riverwalk Mixed Use Development in accordance with the following construction documents:

- Building A: Landscape plans prepared by Gensler Architecture, dated June 26, 2022, per sheets L0-01 through L10-03. (23 sheets)
- Building B: Landscape plans prepared by Gensler Architecture, dated June 26, 2022, per sheets L0.01 through L10-03. (24 sheets)
- Building C: Landscape plans prepared by Gensler Architecture, dated June 26, 2022, per sheets L0-01 through L11-02. (24 sheets)
- Building D: Landscape plans prepared by Gensler Architecture, dated June 26, 2022, per sheets L0-01 through L10-03. (23 sheets)
- Linear Park: Landscape plans prepared by Gensler Architecture, dated June 26, 2022, per sheets L0-01 through L9-02. (22 sheets)
- Retail Village: Landscape plans prepared by Gensler Architecture, dated June 26, 2022, per sheets L0-01 through L10-02 (16 sheets)
- Off-site: Landscape plans prepared by Gensler Architecture, dated June 26, 2022, per sheets 100022-40-D through 100093-87-D. (45 sheets)
- Architectural Plans prepared by Gensler Architecture, dated June 26, 2022, per sheets A0.000 through AD-9.002
- San Diego Storm Water Manual Appendix F.3, dated October 2018
- RFI #001 – Clark PreBid RFI_s – 01-2022-04-06
- RFI #002 – Clark PreBid RFI_s – 01-2022-04-19
- RFI #003 – Clark PreBid RFI_s – 01-2022-04-21
- Project Manual S_00000000 2023-0626 Riverwalk GMP Project Manual Vol 1, dated July 27, 20223.
- Project Manual S_00000000 2023-0626 Riverwalk GMP Project Manual Vol 2, dated

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Our bid is per the following summary listed by work category.

Hines Riverwalk

Building A	$643,001.73
Building B	$1,199,799.23
Building C	$654,375.43
Building D	$344,531.37
Retail Village	$506,297.60
GRAND TOTAL	**$3,348,005.36**

Alternates

Linear Park	$1,386,636.60
BioBasin	$419,037.26
Lot 1-9 Temporary	$21,796.68

Important Job Concerns

There are numerous items that are specified on the construction legends for each block that are not shown graphically. Our bid excludes any construction items that are not shown graphically on the plan sets. The following items are specified on legends but are not shown:

- Block A: Items 5.5 Fire Place
- Block D: Items 5.3 Fire Pit, 5.6
- Linear Park: Item 1.5: Decomposed Granite

The following site amenities are shown graphically, but do not have manufacturer or models specified within the plan set or project manual. Our bid for the following items include material allowances:

- 5.1: Drinking Fountain bid with $5,500 material allowance
- 5.2: Picnic Table bid with $5,500 material allowance
- 5.6: Pet Waste Station bid with $750 material allowance
- 5.7: Circular Bench bid with $7,000 material allowance

There are no specifications for the lightweight soil import on the podium decks. Our bid includes lightweight soil sourced from Martin Marietta with the following blend: washed sand, sandy loam, organic fines, and compost.

The tree drain detail shows all tree drains are to have a final connection to the storm drain system. Because we are not installing the storm drain system, it is assumed that the final storm drain connection for the trees will be brought within 2' of each proposed tree location. If the storm drain connections are not brought to each tree location, then the final tree connections will be an extra.

All pressurized mainline pipe, lateral line pipe, irrigation control wires, and/or wire conduit are to be run through the building by the plumbing contractor. Landscape Development is to receive the mainline pipe and wiring stub at each podium deck at the time of our move-on.

There is a large tree shown on the Retail Area of the plans that does not have a size or type specification. Our bid excludes the installation for the unknown tree. The cost for installing a 72" box tree can be seen in our alternates.

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There are shown callouts of shrubs/trees that are not listed in the planting key. We have bid these trees/shrubs as allowances.

There are two different symbols on plans that represent the same shrub callout of a 1-gallon Sesleria Autumnalis shrub. Please clarify correct callout for questionable shrubs.

To save on crane costs, we are installing all planter soil on the upper-level decks via a soil pump. There must be adequate spacing provided to stage the pump within 100 linear feet of planters. Access must be directly adjacent to the building otherwise additional costs may apply.

Cranes will need access directly adjacent to the buildings, otherwise a larger crane will be required.

Value Engineering Suggestions

See bid form for V.E. Suggestions.

Inflation Mitigation Concerns

The landscape industry faces continuing price pressure and supply shortages. As our valued trade partner, we would like to work with your team on a solution to help ease this challenge. Pricing for our proposals is current as of the date of this letter, we do this so that you can compare our pricing apples-to-apples free of assumptions. Below are some of the solutions we have implemented on other projects.

- Addressing changes as encountered on a case-by-case basis.
- Carrying an alternate balance for inflation based on our best estimates of future pricing. We would provide documentation of escalation costs and bill against the alternate as increases occurred.
- Pre-purchase some or all hard goods and store them onsite.
- Pre-purchase some or all hard goods and store them at a warehouse.

Timing of supplier price increases is unpredictable and may come in rapid succession. Items of concern include but are not limited to irrigation, plant material, pottery, site furnishings, play equipment, rock, drainage, delivery, and fuel surcharges.

Pricing and lead times for material is fluctuating daily due to current market conditions. Our proposal pricing will be locked in for 45 days for all items from the date of this proposal. Exceptions to this are noted below in the Specific Job Qualifications.

Pricing for site furnishings will need to be locked in as soon as possible, we will need to be able to put down deposits and bill for them accordingly. Below is a list of the deposits and lead times for this project:

Item #	Description	Vendor	Quote Received	Quote Expire	Deposit	Deposit Value	Balance	Lead Time
1	Irrigation	SiteOne	//	90 Days	No	$ -	$ -	1 Week
2	Bol Fire Pit	PaloForm	7/24/23	90 Days	Yes	$14,710.95	$20,727.30	10-12 Weeks
3	Bol Corten Firepit	PaloForm	7/24/23	90 Days	Yes	$ 5,945.94	$ 7,037.94	10-12 Weeks
4	Dero Bike Rack	Dero	8/2/23	30 Days	Yes	$20,891.06	$22,702.30	4 Weeks
5	Play Music Panel	Kompan	7/31/23	60 Days	Yes	$ 4,071.33	$ 4,071.33	28-30 Weeks
6	Colored Beaver Steam	Kompan	7/31/23	60 Days	Yes	$25,223.21	$25,223.21	28-30 Weeks
7	Rope Seat Swing	Kompan	7/31/23	60 Days	Yes	$ 3,507.19	$ 3,507.19	28-30 Weeks
8	Stilts	Kompan	7/31/23	60 Days	Yes	$ 206.52	$ 206.52	28-30 Weeks
9	Seashell Steppers	Kompan	7/31/23	60 Days	Yes	$ 340.00	$ 340.00	28-30 Weeks
10	Balance Posts	Kompan	7/31/23	60 Days	Yes	$ 493.86	$ 493.86	28-30 Weeks
11	Embankment Slide	Kompan	7/31/23	60 Days	Yes	$ 3,670.32	$ 3,670.32	28-30 Weeks
12	Embankment Bridge	Kompan	7/31/23	60 Days	Yes	$20,364.75	$20,364.75	28-30 Weeks
13	Rubber Surfacing	Spectra Turf	7/27/23	90 Days	Yes	$61,311.59	$61,311.59	24 Weeks
14	Trash Receptacle	Avalon	7/25/23	30 Days	Yes	$23,639.00	$26,124.67	7-9 Weeks
15	4x6 Jamison Tree Grate	Spruce and Gander	8/2/23	14 Days	Yes	$41,676.25	$47,975.81	11-14 Weeks
16	Jamison Tree Grate Frames	Spruce and Gander	8/2/23	14 Days	Yes	$10,559.58	$12,659.43	11-14 Weeks

Specific Job Qualifications and Exclusions

General

1. Landscape Development's General Conditions of Proposal apply to this proposal. Please see the attached form below.
2. This bid is based on a contract being awarded in within 45 days from the date of this document.
3. Labor for this bid is calculated at an 8-hour day/5-day week schedule, requests for overtime or weekend work will be accounted for as extras.
4. This proposal is based on a non-liquidated damages basis.
5. Where discrepancies occur, our proposal assumes the following order of precedence: legend, notes, details, specifications.
6. If conditions are encountered on the site which are subsurface or otherwise concealed physical conditions which differ materially from those contemplated, or physical conditions of an unusual nature are encountered and cause a furtherance to LDI in time or materials, LDI will be entitled to

an equitable adjustment in the contract price, an extension of the completion date, or both, by change order. Potential conditions may include but are not limited to rocks over 2", tree roots, existing utilities.

7. Should imported backfill be required at mainline/laterals this will be considered an extra. Sand may be required on the mainline top to bottom in specific areas or requested by an inspector. Potential conditions may include but are not limited to rocks over 2" and boulders.
8. For shrub planting production rates. If we cannot dig a total of six 5-gallon shrubs per hour with power hand augers with carbide teeth, we will utilize a mini ex and provide an EWA for the hours required at $100.00/hour rate. Planters may require export and then import of new soil.
9. If export of rock is required to a location onsite we can help facilitate this at Time and Material at the rates below.
    - Equipment rates (4 hour minimum):
    - Laborer $60.00 per hour
    - Dump Truck w/ Operator: $162.50 per hour
    - Skip loader w/ Operator: $112.00 per hour
10. This proposal has been prepared utilizing normal trenching and excavation equipment. A ride on trencher has been calculated for trenching. If conditions are encountered that require use of pneumatic devises, rock drilling tools, breakers or blasting – this work shall be extra and billed at LDI's T&M rates which are attached.
11. This contract does not include the export of rocks exceeding 2" in size. We will stock pile the rock generated during the irrigation at an adjacent lot.
12. Landscape Development Inc will not be responsible for additional work, expense, or delay caused by parties other than Landscape Development or its agents or subcontractors.
13. It is the responsibility of owner to notify Landscape Development, in writing, of any and all plan revisions.
14. Crane and or hoisting allowance (if included) is subject to final verification of field conditions and access.
15. All permits are excluded.
16. Traffic control is not part of this proposal unless otherwise noted.
17. Two move ons per building are provided in this contract, one for sleeving and irrigation and a second for landscape. If the phasing of the project will not allow for this please provide the number of move ons required for the project duration and we will include in our proposal. Additional move ons which have not been discussed and included will be charged at $1,500 per occurrence.
18. LDI's job start process typically requires the following durations. Our goal is to provide superior service through clear communication of project requirements to our Operations Team.

    - From the date, we receive the contract we require 2 weeks for review by our Accounting, Business Development, and Operations Team. For redline requests please allow additional time for your company to review and approve.
    - Upon receipt of the fully executed contract please allow a minimum of 2 weeks for our Business Development Team to complete a Project Turnover to our Operations and Accounting Team.
    - Once the project turnover is complete our Project Manager will contact you to schedule a preconstruction meeting. Job mobilization occurs a minimum of two weeks from the preconstruction meeting.
    - Submittal requests are added to our Project Management scheduling calendar in the order they are received. Please allow the following durations for processing once the submittals have been scheduled.
        - Irrigation - 2 weeks

- Landscape - 4 weeks (due to plant availability landscape submittals will be started no sooner than 4 months before tree and shrub installation)
- Site Amenities 2 weeks

By discussing these durations during the bid process, we are able to plan accordingly with you and avoid project delays. We are able to reduce contract review durations if a draft of the contract and scope, is provided during the bid process. We will schedule a time to review redline changes with you and finalize them with you if possible, at the meeting. Once all agreed changes are complete, we will able to process the contract in 1 week.

Irrigation

1. All controller enclosures are excluded. Controllers at all sites are bid as wall mounted.
2. The Spears 'True Union' ball valve is excluded at the drip control valves as the Rainbird 'XCZ-100-PRB-COM' comes pre-fabricated with a ball valve.
3. As noted above, one additional move-on after irrigation sleeves is included in this proposal. Additional move-ons to be $1,500 each.
4. Water/electrical meters are to be installed prior to LDI commencing construction. If electrical meters are not available at the time of construction and hand watering will be required, hand watering to be billed at LDI's standard time and materials rate.
5. All pipe is bid per legend with Class 200 pipe. Please be advised that class 200 pipe often leads to future leaks. Upgrading to schedule 40 would be advised and will cost extra.
6. Water and power must be available prior to transplanting the 120' box Ficus. All temporary irrigation is excluded and will cost an extra.
7. Valve boxes on the offsite areas are to be Concrete and the valves to be brass per SD city specifications.

Landscape

1. All topsoil import is excluded. Soil preparation is bid per project manual specifications: Organic compost at 5 cubic yards, 21-0-0 fertilizer at 5 lbs., and soil sulfur at 5 lbs.
2. The metal screen wall shown at the vine planting detail (L9-02, detail 4) is excluded. All vines are bid with eye bolt and wire assemblies.
3. The compacted aggregate and shown at the multi-trunk tree planting detail are for trees on structure only. They are excluded for trees on-grade. All drainage board is excluded and to be provided by others.
4. All Standard form trees on structure exclude stabilization measures. All lodgepoles and/or tree guys are excluded for Standard Form trees on structure.
5. Tree drains are only included for trees on-grade. Tree drains for trees on structure are excluded.
6. If additional soil amendments are required once the soil test is conducted it will be considered an extra.
7. Unless specifically noted, all trees will be bid as standard trunk.
8. No warranty of transplanted or field grown plant material.
9. Palm measurement for Brown Trunk Height, or BTH, is bid as the measurement from ground to the start of the leaf base or top of pineapple.
10. No spoil export for planting is included in our proposal. All tree and shrub spoils to be incorporated into planting areas. Should dirt export be required, additional costs will apply.
11. There are no plants shown in the biofiltration areas. Any proposed plant materials excluded at this time and will be an extra if required.
12. All trees to be installed at the Linear Park must be installed prior to concrete or will need access through Lot 11 to maintain the current labor rate. If this cannot be coordinated, an additional cost may apply.
13. The palm tree planting detail that contains (3) 8' x 2" x 4" will only apply to palms that are on grade levels. This detail is not practical for upper-level decks.

14. All boulders and subbase at the stacked boulders within the linear park are to be installed prior to hardscape installation. Coordination with your hardscape sub and additional costs may apply if hardscape is installed prior to our boulder installation.
15. Linear park trees will require early access to these areas or access from lot 11 to ensure proper installation.
16. All observation tubes at the biofiltration basins are excluded from our proposal.

Paving

1. Our bid for all 'Class II' crushed rock uses recycled rock material. If un-recycled base material is required, then our bid will need to be revised.
2. Staking and surveying to be provided by others.
3. Subgrade for flatwork and DG to be provided within 1/10th of a foot and compacted per soils report recommendations. Finish grade to be provided within 1/10th of a foot.
4. All mowcurb and hardscape is excluded from our proposal.
5. LDI is not responsible for compaction of existing subgrade beneath grasspave.

Site Amenities

1. The 'VantageVue' shade structures are excluded.
2. The concrete curb surrounding the edges of the rubber surfacing and the concrete slurry on slopes areas are excluded.
3. Our bid for the synthetic turf excludes the pedestal system the turf is to be installed on. All pedestals are assumed to be in place at the time of our move-on.
4. All gas lines for fire pits and/or BBQ counters are excluded. All gas lines for fire pits are assumed to be brought within 12 inches of all fire pit locations. Landscape Development will make final gas line connection to each fire pit.
5. Our bid for the fire pits assumes that a 120v power receptacle will be available within the fire pit frames. If no power is available, then the fire pits will have to be match lit.
6. Our bid for the Barbecue counters includes the barbecues, 'Big Green Egg' pizza oven, and doors only. All other items associated with the barbecue counters are excluded.
7. The Barbecue doors are bid as Fire Magic 30"W x 21"H stainless steel double access doors.
8. All picnic tables, benches, and bike racks are bid as surface-mounted. All concrete footings for site amenities are excluded.
9. All loose furniture not listed on plans are excluded and to be provided by others.
10. Wood decking is excluded from our proposal.
11. The following items are to be bid per detail 5, sheet. L-7-03: Type II aggregate base, cushion layer, wear course. All other items including the mow curb, concrete slurry, formwork, or l under is excluded and to be provided by others.

Landscape Development, Inc. strives to make "raving fans" from each of its clients. Our ultimate purpose is to make your life easier and give you peace of mind. I assure you that you can look forward to very personal and attentive service from start to finish on this project.

Thank you for the opportunity to bid on the Riverwalk Mixed Use Development.

Sincerely,

Steve Kammerer
Business Developer OC-EI-SD
Landscape Development, Inc.

General Conditions of Proposal

1. We are to receive all grades at plus or minus one tenth of a foot of finish grade, in a clean condition. No import or export of soil is included.

2. Utilities are to be supplied by client. We exclude any costs for hand watering landscaped areas due to lack of either water or power to the subject areas. Cost of water and power are not included in this proposal.

3. Labor for this proposal is calculated at an 8-hour day/5-day week schedule. Requests for work on Saturdays, Sundays and past 8 hours per day will result in additional fees for overtime.

4. The landscape maintenance period is to begin upon the completion and initial walk-through of each phase of the landscape work. This proposal is based on one "move on." Costs for additional "move-ons," extended maintenance, or restoration of completed areas shall be considered extra.

5. All sleeves and piping under asphalt or concrete paving are to be installed prior to paving. This proposal does not include boring or jacking under paving.

6. All materials shall be furnished and installed in accordance with the respective industry tolerances for variations in color, size, texture, performance, etc.

7. Guarantee on any materials which are to be relocated is limited to workmanship only.

8. We exclude liability for damage from wind, rain, erosion, frost, acts of God, animals or vandalism. If the client does not install all improvements as shown on the contract documents, then the client releases LDI from all claims of liability. No warranty as to design, engineering, performance, product duration or longevity is given.

9. Any damage to LDI's work and materials; the client's work and materials, or damage to adjacent property by storm, silt, mud, earth movement or flooding shall not be the responsibility of LDI.

10. The client shall furnish all on site facilities, including suitable storage area, sufficient sanitary facilities, adequate lighting for safe working conditions, and adequate potable water and electricity within reasonable working distance.

11. After acceptance of this contract as provided, LDI shall be given a reasonable time in which to make delivery of materials, equipment, and/or labor to commence and complete the performance of the contract. LDI shall not be responsible for delays or defaults where occasioned by any cause beyond its control.

12. Lines, grades, and other reference points shall be supplied by the client to the LDI as necessary for layout of proposed work or to locate existing underground conditions.

13. This proposal does not include high voltage electrical connections of any kind.

14. Costs of permits are not included in this proposal unless otherwise stated.

15. Any work outside the scope of this proposal or changes resulting from site conditions shall be negotiated between client and LDI prior to proceeding. Written authorization for extra work is to be received by LDI prior to the commencement of the extra work.

16. No back charges, claims of the client for services or liquidated damages shall be valid except by the agreement in writing by LDI before such work is executed.

17. All sums not paid when due shall bear interest at the rate of 1-1/2% per month from the due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection including reasonable fees of an attorney, shall be paid by the client.

18. If the client fails to make payment to LDI as herein provided, LDI may stop work without prejudice to any other remedy it may have.

19. In the event of conflict or dispute between LDI and the client, arbitration shall be the means for resolution. Arbitration shall be governed as per the rules of the American Arbitration Association and shall be binding.

20. Acceptance of this proposal by the client shall be acceptance of all terms and conditions recited herein or incorporated by reference.

21. Landscape Development, Inc. shall be paid periodic progress payments based upon percentage of work completed. Payments shall be one hundred percent of the work completed or contract upon completion. Acceptance of this contract may be oral, written, or provided by allowing LDI to commence the work. Final payment shall be due 30 days after the work described in this contract is substantially completed.

22. Retention payments shall be progressive.

23. No retainage shall be withheld from Landscape Development, Inc.'s draws for work related to maintenance, erosion control, sandbagging, storm watch, and storm damage repair.

24. Warranty periods valid only if Landscape Development continuously maintains the project. If the project has been subjected to sub-standard maintenance practices, or neglected, warranties are void.

25. LDI general warranties and representations within the scope of this contract shall NOT extend to Acts of God and other Forces Majeure beyond the control of LDI including, but not limited to: Earthquakes above 3.0 on the Richter scale as confirmed by the United States Geological Service ("USGS") in the region impacted; High winds defined as persistent and sustained winds above 40 mph as confirmed by the National Weather Service (NOAA) for the region; and Brush fires and other fires. Any remediation for damages caused by such an act of God or force majeure shall be separate and excluded from the primary contract and subject to a separate contract or extra work authorization ("EWA") negotiated between the parties. For example, if high sustained winds as defined above were to result in the removal of mulch from a project site, the replacement of said mulch would NOT be included within the scope of the original contract.

26. Rain Delays; LDI will delay project work when NOAA forecasts rain accumulation in the region in excess of 0.1 inches in a 24-hour period for safety and work quality. For each 0.2 inches of rain accumulation within a 24-hour period as confirmed by NOAA in the impacted region LDI will delay additional work for at least 24 hours so that work conditions return to a safe and reasonable status. For example, if one inch of rain in accumulated in a 24-hour period the parties will allow for up to 5 days before a return to regularly scheduled work. If the contract contains liquidated damage clauses based on completion dates, pursuant to California law the rain and drying days as detailed above will extend the contract due date for the imposition of liquidated damages. LDI will use best efforts to maintain the original schedule, but if an acceleration of the schedule is required LDI will require reimbursement for additional costs, including but not limited to overtime premium for accelerated work. Such costs will be separate from the original contract and subject to a separated negotiated EWA.

27. Grading Conditions; LDI will accommodate the undertaking of grading under adverse soil conditions caused by rain and other water events but will required reimbursement of incremental costs associated with such grading including, but not limited to: Additional time required to grade wet soil properly; and Additional required SWPPP clean-up and other mitigation costs incurred due to soil conditions These incremental costs will be negotiated and agreed to in a separate EWA.

28. Dependent Subcontractor Delays; As required by California law delays by dependent subcontractors upon which the start of LDI's contractual obligations depend that is beyond the control of LDI will be added to any due date of completion of the contract before the incursion of liquidated damages. LDI will require reimbursement of overtime and other necessary costs to accelerate the production schedule caused the delay in the work of dependent subcontractors if so requested.

29. Materials Cost Increases; For general materials cost increases for materials required in the contract specifications in excess of 1% on an industry wide basis LDI requires reimbursement of the difference between the increased materials costs and the costs existing at the time of the original bid. If materials costs rise by an amount above 5%, LDI requires a renegotiation of the entire contract and the scope of the project. Such materials include but are not limited to: Specified irrigation material; and Specified plant material.

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