

REQUEST FOR BOARD ACTION



MEETING DATE: OCTOBER 1, 2009

TITLE: CONTRACT COMPLIANCE REVIEW OF AGREEMENT FOR MASTER DESIGNER SERVICES

A handwritten signature in blue ink, appearing to read "M. E. ...", written over a horizontal line.

Chief Executive Officer

RECOMMENDED ACTION:

Receive and File

EXECUTIVE SUMMARY:

The Agreement for Master Designer Services (the "Agreement") was executed by the Corporation and the Great Park Design Studio (the "Design Studio") in March of 2006. On May 23, 2006, the Agreement was novated to the City of Irvine. The Agreement contains a provision granting the Corporation a right to audit the books and records of the Design Studio in conjunction with its work under the Agreement. During the FY 2008-2009 budget presentation, staff highlighted that funding was included to perform an audit of contract compliance for the Agreement, which would commence upon contract close-out in accordance with good business practice.

An audit of contract compliance review entails the following steps; the auditor first reviews the terms and conditions of the contract and interviews the client to determine if there were any areas of difficulty noted during the administration of the contract. The auditor then selects documentation to test whether work efforts were performed in conformance with the contract. Differences between actual procedures performed and the contract are documented and investigated. Recommendations are then formulated to strengthen future contracts and/or procedures.

In August of 2008, Diehl, Evans & Company, LLP, an independent public accounting firm (the "Auditor"), was engaged to perform an audit of contract compliance of the Agreement. The Auditor focused on six major areas of contract compliance: budgetary controls, controls for monitoring project costs, contract change orders, contingency reserves, proof of insurance, and the SharePoint System. Generally, the Auditor's findings supported concerns that had been raised by staff during the administration of the contract. These concerns were addressed by staff through additional provisions in the subsequent Schematic Design Services Contract with the Design Studio, which included more detailed and specific deliverables, greater correlation between payments and work progress,

specific Board-adopted criteria for use of the contingency reserves, and detailed procedures regarding change orders.

In addition to clarifications and changes in procedures related to the subsequent Schematic Design Contract, CEO Ellzey established additional levels of oversight and review through the Program Manager and through the retention of WRNS, an architectural team with expertise in production plans and drawings. The CEO also embedded Corporation staff and Program Manager staff at the Design Studio to facilitate greater collaboration and oversight.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION:

Not Applicable

STATEMENT OF THE ISSUE:

The Corporation exercised its right under the Agreement to audit the Design Studio's books and records in conjunction with its master design services. The Auditor performed an independent audit of contract compliance, which is summarized in this report.

History:

The Agreement for the performance of master designer services authorizes the Corporation to audit the books and records of the Design Studio in conjunction with the work required by the Agreement. During the later Schematic Design Contract negotiations between the Corporation and the Design Studio, the Design Studio agreed to and encouraged an independent third-party audit of contract compliance upon close-out of the master designer services scope of work.

Diehl, Evans & Company, LLP, an independent public accounting firm, was engaged in August 2008 to perform an audit of contract compliance of the Agreement. Under a compliance review, the auditor first reviews contract terms and conditions. The auditor then selects documentation to test performance of work efforts in accordance with the contract. Differences between actual procedures performed and the contract are documented and investigated. Recommendations are then formulated to strengthen future contracts and/or procedures. In the course of providing public accounting services – auditing, review, accounting, consulting, etc., it is customary to issue preliminary discussion drafts to the client prior to the transmittal of a final report. This practice is followed for a number of reasons, including a description of information received to date, the identification of additional information needed, and confirmation of the accuracy of factual matters. The Auditor followed such procedures in this engagement.

Analysis/Discussion:

The Auditor conducted the compliance audit and, on July 28, 2009, completed its 'Report on Contract Compliance Review of "Agreement for Master Designer

Services”, dated March 9, 2006’ (the “Report”). The Report is divided into four major sections, which are described as follows:

- **Background and History of the Contract:** This section provides context for the Report. It briefly describes the key parts of the contract reviewed by the Auditor: compensation, scope of work, change orders, amendments and budget.
- **Summary of Procedures:** This section summarizes the testing procedures performed by the Auditor in the course of its review.
- **Summary of Findings, Observations and Recommendations:** This section provides an overview of the specific categories covered by the review.
- **Findings, Observations and Recommendations:** The remainder of the Report consists of Findings, Observations and Recommendations for each of the sections identified below. Staff responses, if any, are also noted within each of the sections summarizing the Auditor’s comments.

1. Budgetary Controls

Auditor’s Comment: The Auditor noted that a more detailed line item budget would have provided for better controls to manage the project budget expenditures during the Master Design phase.

Staff Response: Based on policy direction, the primary objective of the contract was for the Design Studio to deliver a Master Plan for the Great Park and to complete the City review and approval process. Both of the primary objectives were accomplished with the delivery of the Master Plan to the Planning Commission for approval and the delivery of the Comprehensive Master Plan document to the Board at the completion of Task 5. Because the project was at its earliest stages of development, the architect was unable to define and separately price all the individual detailed steps that would be required to develop the Master Plan. As such, the Agreement described a set of broader-based deliverables grouped under Task headings to monitor and control the project implementation. Each Task had an overall budget, and an enumerated list of deliverables required to complete the Task. There was not a specific enumerated budget for each of the deliverables. Staff performed a significant amount of due diligence on each and every billing as well as a detailed review of the deliverables (using the expertise and assistance of the Corporation’s Program Manager, Bovis Lend-Lease), to ensure that project funds were spent appropriately.

2. Controls for Monitoring the Project

Auditor's Comment: The Auditor noted certain weaknesses in the Master Designer's systems and procedures. In general, issues were noted with respect to invoices from subcontracts, timecards and documentation of travel and entertainment. The Auditor also noted that staff monitored and reviewed invoices and withheld payment until satisfied with the level of documentation for activities billed. The Auditor further recommended that a standardized timesheet be used by all sub consultants.

Staff Response: Staff concurs with the Auditor's recommendation. The Design Studio has not been able to standardize timesheets under the Schematic Design Contract. Additional due diligence continues to be performed by the Program Manager on the time and materials portion of the Schematic Design Contract.

3. Contract Change Orders

Auditor's Comment: The Auditor commented that the Agreement required that no extra work be performed unless a written order was first given by the Corporation. Work performed in advance of a written order would be at the Master Designer's risk. The Auditor noted that work was generally performed in advance of a written change order and/or Contract Task Order and that Corporation staff did provide written direction during the contract reminding the Master Designer of the Agreement provisions, and that work performed without a written change order was at risk.

Staff Response – While the Design Studio performed work in advance of a written change order, no payment for any such work was made until a change order was negotiated and, if required, approved by the Board of Directors. In some cases, funds could be allocated from the Contingency that was under the CEO's control without Board review or approval.

4. Contingency Reserves

Auditor's Comment: The Auditor discussed the use of the unallocated reserve under the Agreement and the internal movement of funds from one subcontractor to the other once the release of such funds was approved. The Auditor further recommended that more detailed controls be placed over the use of contingencies in the future.

Staff Response: The Agreement was between the City and the Design Studio joint venture. As such, internal movement of funds between subcontractors was not within the purview of the Corporation. At times, staff did report to the Board the distribution of funds between major consultants (KSLA, Fuscoe, Mia Lehrer and Gafcon) to make the Board aware of where funds were being spent. As noted by the Auditor, the Schematic Design Contract separates the contingency budget from the contract budget. The Board and the City Council provided specific direction regarding use of the contingency and documentation required to support use of the contingency. Contingency is only utilized through written authorization by the CEO. Internal allocations between sub consultants still remain under the discretion of the Design Studio, providing it the flexibility to utilize funds as necessary to produce the defined deliverables under that other contract.

5. Proof of Insurance

Auditor's Comment: The Auditor commented that the Master Designer did not comply with the insurance requirements of the Agreement. Specifically noted were expired certificates for the joint venture partner or missing insurance certificates for subconsultants. The Auditor further noted that, under the Agreement, the Master Designer could enter into contracts with subconsultants who did not meet the insurance requirements at its own risk and that it would indemnify and defend the Corporation from claims arising against the subcontractors.

Staff Response: During development of the Schematic Design Contract staff reviewed insurance coverages of the joint venture members of the Design Studio and determined that, due to the scope of the proposed contract, their existing individual policies would not adequately cover joint venture activities. Additionally, as is typical of errors and omission policies, their individual coverage amounts were at risk of dilution by other projects. It was also determined that it would be more expensive for the joint venture members to obtain sufficient coverage. Therefore, after analysis of the options with the City's risk manager, the Corporation purchased an Owner's Protective Professional Indemnity Insurance with the approval of the Board and the City Council. This insurance covers the City and the Corporation for any liability arising for design errors and omissions, up to \$15 million per claim, from the beginning of the project through July 1, 2010. The claims reporting period extends to 2017.

6. SharePoint System

Auditor's Comment: The Auditor noted that the SharePoint system as tested could not be accessed by its staff without assistance. In addition, when access to the system was enabled, the specific information could not be found. The Auditor recommended that the Corporation re-evaluate the effectiveness of the SharePoint system and its continued use.

Staff Response: Staff concurred with the Auditor's comment. While the SharePoint system appears to be a potentially powerful tool, the system has not been utilized and maintained by the Design Studio, for the client's benefit. The Program Manager was also unable to use the system and had to require that documents be delivered for inspection rather than shared on line. As the schematic design scope of work is completed, staff will evaluate the system with regard to any future work efforts with the Design Studio.

Generally, the Auditor's findings supported concerns that were raised by staff during the administration of the Agreement. Staff handled these administrative concerns in the ordinary course of business by withholding payment until corrective actions were taken. The findings were addressed in the subsequent Schematic Design Contract through more detailed and specific deliverables, greater correlation between payments and work progress, specific Board-adopted criteria for use of the contingency reserves, and detailed procedures regarding change orders.

In addition to clarifications and changes in procedures related to the Schematic Design Contract, CEO Ellzey also established additional levels of oversight and review through the retention of Brendan McDevitt under the Program Manager contract and through the retention of WRNS, an architectural team with expertise in production plans and drawings. The CEO also embedded Corporation staff and Program Manager staff at the Design Studio to facilitate greater collaboration and oversight.

ALTERNATIVES CONSIDERED:

Not Applicable

FINANCIAL IMPACT:

Not applicable.

CONCLUSION:

A contract compliance review of the Agreement for master design services was conducted at the close-out of the Agreement. The Report of the Auditor identified recommendations for the Design Studio to improve processes and procedures and methods for the

Corporation to strengthen future contracts. In most cases, the recommended contract suggestions had already been incorporated into the Schematic Design Contract, which was executed prior to the commencement of the contract compliance review of the Agreement. Staff has further strengthened oversight and control of the Schematic Design Contract through additional levels of oversight and review by the Program Manager and through the retention of WRNS, an architectural team with expertise in production plans and drawings. The CEO also embedded Corporation staff and Program Manager staff at the Design Studio to facilitate greater oversight.

Report prepared by: Colleen Clark, Deputy CEO/CFO
Glen Worthington, Manager of Planning

Reviewed by: Michael D. Ellzey, Chief Executive Officer

Attachments:

- 1: Report on Contract Compliance Review of "Agreement for Master Designer Services", dated March 9, 2006, prepared by Diehl, Evans & Company, LLP, July 28, 2009

**ORANGE COUNTY GREAT PARK
CORPORATION**

**REPORT ON CONTRACT COMPLIANCE
REVIEW OF "AGREEMENT FOR MASTER
DESIGNER SERVICES", DATED MARCH 9, 2006**

JULY 28, 2009

ORANGE COUNTY GREAT PARK CORPORATION

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Attachments

- 1 - Part I of the Agreement, "Fundamental Terms"
- 2 - Part I of the Agreement, "Compensation" and "Maximum Obligation"
Due to the Master Designer
- 3 - Part IV of the Agreement, "Scope of Services"
- 4 - Part II of the Agreement, "Changes and Additions to Scope of Services"
- 5 - Scope and Fee Proposal, Tasks 2-5, Terms and Conditions
Related to the Budget, dated May 5, 2006
- 6 - Final Invoice, which includes Final Budget, Tasks 2-6
- 7 - Original Project Schedule
- 8 - Letter from Corporation to Design Studio, Dated October 9, 2006
- 9 - Memorandum to Corporation from Design Studio, Dated April 19, 2007
- 10 - Letter from Corporation to Design Studio, Dated July 17, 2007
- 11 - Master Plan Consultant Fee Analysis (Prepared by Great Park Design
Studio, without Audit)



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*A PROFESSIONAL CORPORATION

July 28, 2009

Ms. Colleen Clark
 Deputy Chief Executive Officer/
 Chief Financial Officer
 Orange County Great Park Corporation
 P.O. Box 19575
 Irvine, CA 92623-9575

Dear Ms. Clark:

In August 2008, the Orange County Great Park Corporation (the "Corporation") retained Diehl, Evans & Company, LLP ("DE&CO" or "our firm") to perform a contract compliance review on the "Agreement for Master Designer Services", dated March 9, 2006 (referred to herein as either "the Agreement" or "Contract 1") between the Corporation and the Great Park Design Studio (the "Master Designer", the "Design Studio" or the "GPDS"). The Master Designer is a Joint Venture comprised of two California Corporations - Ken Smith Landscape Architects, Inc. ("Ken Smith") and Gafcon, Inc. ("Gafcon"). The primary scope of work of the Master Designer has been to provide architectural and engineering design services related to the preparation of a Master Plan for the Orange County Great Park (the "Project").

We have completed our contract compliance review of the Agreement. Information on the background and history of Contract 1 is presented on pages 2 through 5, to enable the reader to better understand the conclusions noted in this report. The body of our report summarizes our procedures, findings, observations and recommendations.

We thank the Corporation for retaining our firm for this review. Please contact me if you have any questions regarding the information noted herein.

Very truly your,

Diehl, Evans & Company, LLP

By: William S. Morgan
 William S. Morgan, CPA
 Director of Consulting Services

BACKGROUND AND HISTORY ON CONTRACT 1

Noted below is selected background and historical information related to Contract 1, also referred to as “the Agreement”. Certain information noted below has been referenced in the body of this report.

The Agreement was executed with an effective date of March 9, 2006. The first four pages of the Agreement, including signature pages, are included herein at **Attachment 1**. As noted at Part I, Section B.2, of the Agreement, Ken Smith was retained to take the Design Lead as the Landscape Architect, and Mr. Yehudi Gaffen of Gafcon was retained to provide Design Administration. Other major contractors used on the Project included Fuscoe Engineering, Inc. and Mia Lehrer & Associates.

Part I, Sections 1.9 and 1.10, of the Agreement define the “Compensation” and the “Maximum Obligation” due to the Master Designer. (See **Attachment 2**). Under Section 1.9, the Master Designer is “subject to the maximum cumulative payment obligation provisions of Section 1.10”, and “shall be compensated on a time and expense basis subject to a not-to-exceed budget limitation...”. Section 1.10 makes reference to the budgets adopted for Tasks One through Five.

Part II, Section 1.1, of the Agreement defines the “Scope of Services”, which is set forth in detail at Part IV of the Agreement. (Part IV, Scope of Services, is included within this report at **Attachment 3**.) The Scope of Services was divided into five basic tasks – Task One through Task Five. Under each task, the contract “deliverables” are described.

Part II, Section 1.2, of the Agreement sets forth the requirements for “Changes and Additions to the Scope of Services”. (A copy of this section is included at **Attachment 4**.) Among other provisions, Section 1.2 requires that:

- No extra work shall be undertaken unless a **written order is first given by the Corporation**
- The Master Designer accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than anticipated, and the Master Designer shall not be entitled to additional compensation, except to the extent such additional costs or delay is a result of “Differing Site Conditions”, and
- If any change order or work suspension causes an increase or decrease in the price of the Agreement or in the time required for performance, the Master Designer shall promptly notify the Corporation and assert its claim for adjustment **within 10 days** after the change order or work suspension, and an equitable adjustment shall be negotiated.

The contract change orders described above in Part II, Section 1.2, of the Agreement are referred to as “Contract Task Orders” (CTOs).

BACKGROUND AND HISTORY ON CONTRACT 1 (CONTINUED)

On May 23, 2006, Amendment Number 1 to the Agreement was executed between the Corporation and the Design Studio. Among other provisions, Amendment Number 1 set forth the scope of work for Tasks 2-5 on the Project, and established a not-to-exceed budget of \$ 9,575,000 for Tasks 2-5.

Attached to Amendment Number 1 was a "Scope and Fee Proposal, Tasks 2-5" (dated May 5, 2006) which included "Terms and Conditions" for understanding and clarifying the Budget. (See **Attachment 5** to this report.) As noted at Attachment 5, the Budget was to be considered as an estimated amount for the scope of work which would not be exceeded without the Corporation's prior approval. It also clarified that the Budget would be used to control and monitor the "bottom line", and not specific line items. As such, the Design Studio reserved the right to move budgeted hours or allocate costs between line items and disciplines, if required. These provisions allowed the Design Studio discretion as to how funds would be used and allocated among the various consultants and subconsultants on the Project. (**Note:** The internal transfers made by the Design Studio are referred to in this report as "Internal Budget Adjustments".)

The budget for the Project was divided into various "tasks", plus budgetary categories for travel, reimbursable expenses and an unallocated reserve. The budget for Task 1 was \$372,000. The final adjusted budget for Tasks 2-6 was as follows:

• Task 2 - Preliminary Master Plan	\$5,409,965
• Task 3 - City Review and Approval	1,548,438
• Task 4 - Phasing Plan	1,316,166
• Task 5 - Phase One Park Schematic	1,161,333
• Task 6 - Balloon	734,688
• Travel Allowances	156,925
• Reimbursable Expenses	246,986
• Unallocated Reserve	<u>-</u>
Final Budget, Tasks 2-6 (See Attachment 6)	<u>\$10,574,501</u>

BACKGROUND AND HISTORY ON CONTRACT 1 (CONTINUED)

According to the original timetable for the Project, work on the Comprehensive Master Plan was to begin in May 2006 and be finalized in approximately April 2007. (Attachment 7 is a project schedule produced by the Design Studio showing the anticipated Project schedule.)

At the beginning of the Project, the original contract budget was segregated as follows, by major consultant and various cost categories:

Ken Smith	\$1,621,438
Gafcon	2,248,075
Fusco Engineering	1,995,500
Mia Lehrer & Associates	449,600
Other consultants	1,961,905
Reimbursable expenses	<u>200,000</u>
Subtotal	8,476,518
Unallocated reserve	<u>1,098,482</u>
Original Contract Budget	<u>\$9,575,000</u>

As noted in the above table, the original “unallocated reserve” was \$1,098,482, which was to be used by Corporation officials as an “owner contingency” reserve. Corporation officials approved the use of the entire unallocated reserve. The following paragraphs discuss the approval by Corporation officials of the two major uses of the unallocated reserve.

On October 9, 2006, the Corporation CEO forwarded a letter to the Design Studio approving the use of \$175,000 from the unallocated reserve for Fuscoe Engineering. (See **Attachment 8**).

During the period from October 2006 through April 2007, the Design Studio experienced cost overruns from the original contract budget amounts noted in the above table. Consequently, on April 19, 2007, a Design Studio official addressed a memorandum to the Corporation CEO, requesting the use of an additional \$836,182 of the unallocated reserve. This memorandum was accompanied by a schedule explaining the “extended effort” expended by the Design Studio on the Project. (See **Attachment 9**). After meetings and consultations between officials of the Corporation and the Design Studio, on July 17, 2007, the Corporation CEO sent a letter to the Design Studio, approving the use of an additional \$836,182 from the unallocated reserve. (See **Attachment 10**).

BACKGROUND AND HISTORY ON CONTRACT 1 (CONTINUED)

At the conclusion of Contract 1, Corporation staff performed an analysis of Project costs and disallowed payment requests from the Design Studio totaling \$179,354, which costs were in excess of the Project ceiling. Officials of the Design Studio mutually agreed upon the \$ 179,354 adjustment of Project costs.

Also at the conclusion of Contract 1, GPDS staff prepared an unaudited "Master Plan Consultant Fee Analysis". (See **Attachment 11**). This analysis compares the Original Contract Budget with the Final Budget for each major consultant on the Project. As noted at Attachment 11, the total budget for Tasks 2-6 increased from \$9,575,000 to \$10,574,501, or a net increase of \$999,501. The net increase resulted from the following Contract Task Orders (CTOs) and other changes:

Change Order for Balloon	\$734,688
Additional Work Requests (AWRs)	220,033
Transfer of the balance of the Unallocated Reserve	<u>44,780</u>
Net Increase in Budget	<u>\$999,501</u>

Most of the budgetary increase was allocated to three primary consultants, as indicated in the following analysis:

	Budget Increase (Decrease)
Gafcon, Inc.	\$814,643
Fuscoe Engineering	538,040
Mia Lehrer & Associates	301,986
Other contractors, net	443,314
Allocations from the Unallocated Reserve	<u>(1,098,482)</u>
Net Increase in Budget	<u>\$999,501</u>

All of the budgetary increases totaling \$999,501 were approved by the Board of Directors.

The above background and historical information on Contract 1 was considered in arriving at the findings, observations and recommendations noted in this report.

SUMMARY OF PROCEDURES

In connection with this engagement, our firm performed the following procedures, which were agreed to by management of the Corporation:

- We reviewed the Agreement for Master Designer Services, dated March 9, 2006 (the Agreement”), as amended.
- We reviewed the Scope & Fee Proposal, Tasks 2-5, Terms & Conditions, dated May 5, 2006, related to the Budget.
- We held various conferences and meetings with Corporation staff and the staff of the Great Park Design Studio (the “Design Studio”).
- We performed a physical observation (drive through) of the Project site.
- We reviewed the Contract Task Orders (CTOs) and Internal Budget Adjustments for the major consultants on the Project.
- We reviewed the internal control systems and procedures at the Design Studio. Our review included the following procedures:
 1. We walked through and documented the Design Studio’s systems and procedures for controlling Project costs.
 2. We randomly selected (using a haphazard selection process) a number of payroll transactions for the major consultants, and traced the time charges to underlying supporting documents (where available)
 3. We randomly selected (using a haphazard selection process) a number of expense reimbursements for travel and other reimbursable costs; we reviewed the supporting invoices for these transactions.
- We reviewed the Design Studio’s compliance with indemnification and insurance requirements on the major consultants and subconsultants.
- We reviewed the use of the SharePoint System by Corporation Staff and Design Studio employees.
- We prepared a report of our procedures, findings, observations and recommendations.

SUMMARY OF FINDINGS, OBSERVATIONS AND RECOMMENDATIONS

This section of our report provides a summary of the findings, observations and recommendations that resulted from our contract compliance review of Contract 1. We have separated our findings, observations and recommendations into six broad categories, as follows:

- Budgetary Controls
- Controls for Monitoring Project Costs
- Contract Change Orders
- Contingency Reserves
- Proof of Insurance
- SharePoint System

Observation: In July 2007, the City of Irvine (the “City”) entered into a follow-on contract with the Design Studio in order to continue development of the Project in accordance with the Master Plan. The follow-on contract is referred to in this report as “Contract 2”. Under provisions of Contract 2 the Design Studio will develop the “Schematic Design” for the Project and will develop construction documents for early phases of construction. The contract price for Contract 2 is a not-to-exceed amount of \$25,900,000 (the “Base Contract Price”), plus \$1,400,000 for reimbursable expenses.

Our firm was retained solely to perform a contract compliance review on Contract 1. However, in developing our recommendations for improvements in internal controls at the Design Studio related to Contract 1, we were advised by Corporation management that significant changes have been made in Contract 2 to correct operational and internal control deficiencies observed during Contract 1. Accordingly, for purposes of developing our findings, observations and recommendations related to Contract 1, we have reviewed certain documents related to Contract 2, and we have commented, where appropriate, as to how the changes in Contract 2 were intended to correct operational or internal control deficiencies that we noted in the performance of Contract 1.

BUDGETARY CONTROLS

Background

On this Project, one of the primary goals of the Board of Directors was to achieve a “world class” design for the Great Park. Accordingly, it was a policy of the Board of Directors to allow the Master Designer discretion in pursuing creative options and multiple design concepts. The Board’s policy was reflected in the Scope and Fee Proposal, Tasks 2-5, dated May 5 2006 (see **Attachment 5**). The Budget was to be used to control the “bottom line”, and “not specific line items”. Based primarily on the language in the Scope and Fee Proposal, Tasks 2-5, dated May 5, 2006, Design Studio officials were given discretion to move budgeted hours or allocate costs between line items. Accordingly, Design Studio officials generally controlled costs based on the large-dollar categories for each “task” and budget category, as summarized on page 3.

We understand, and do not question, the authority of the Board of Directors to 1) establish goals for the design of the Master Plan and 2) set policies and approve contracts to carry out those goals.

Findings

One of the primary purposes of our engagement was to review the financial controls in place over Contract 1 at both the Corporation and the Design Studio. In our opinion, from a strictly budgetary control perspective, the use of these large-dollar balances for “tasks” and other budgetary categories did not provide the level of budgetary control that could have been achieved by using smaller “line-item” budgets based on “deliverables”.

Caveat: In connection with this engagement, Corporation management advised our firm that, at the time Contract 1 was executed and the original budget was prepared, it would have been extremely difficult and impractical to establish a “line item” budget for each deliverable.

Observations

The terms and conditions for Contract 2 have significantly changed how budgetary and other controls will be used on the Project going forward. Under Contract 2:

- The “tasks” and “deliverables” are described in the “Scope of Services” and in the “Project Schedule”
- If any dates in the Project Schedule are missed or delayed for any reason other than an Owner-Caused Delay, the Master Designer shall take all measures to bring the Project back on schedule at its sole cost and expense
- The Design Studio will invoice the Base Contract Price monthly based on the percentage of completion of each task. Officials of the City and the Design Studio will have monthly meetings to discuss and agree on the percentages of completion, which will then be memorialized in a checklist to be initialed by both parties.

BUDGETARY CONTROLS (CONTINUED)

Observations (Continued)

Under this system, payments to the Design Studio will be based on the actual progress achieved to date on each "task" and the underlying "deliverables". Payments on the Base Contract Price will be made based on the percentage of completion, and not based on any cost overruns that the Design Studio may incur. In our opinion, this method of monitoring Contract 2 provides a higher, and more comprehensive, level of budgetary control than was present under Contract 1.

Caveat: Our firm has not performed a contract compliance review on Contract 2 to verify if the systems and procedures described above are working as intended. Accordingly, we express no opinion if the internal control problems noted in connection with our review of Contract 1 have continued in Contract 2.

Recommendations

We have no suggested changes to the system of budgetary controls in place in Contract 2.

CONTROLS FOR MONITORING PROJECT COSTS

Findings

Both the Master Designer and the Corporation had systems and procedures in place to review and approve project cost invoices, as more fully discussed below.

Controls in Place at the Corporation During Contract 1:

The Corporation's Manager of Planning and other Corporation staff were heavily involved in reviewing and analyzing invoices submitted by the Master Designer. Also, the Corporation retained an outside engineering firm, Bovis Lend Lease, to assist in reviewing and, where necessary, investigating project invoices. During our review, we noted that the Corporation's staff questioned the propriety of charges submitted by the Master Designer.

Controls in Place at the Master Designer During Contract 1:

The Master Designer also had systems and procedures in place to monitor project costs. The primary person overseeing this function was the Project Manager, Finance & Contracts. In addition, the Master Designer utilized a San Diego-based consulting firm, Project Assurance Group – West, to independently review the propriety of certain project costs. Also, in connection with this engagement, officials of the Master Designer provided our firm with a written representation that "a thorough review was performed on each subconsultant invoice".

CONTROLS FOR MONITORING PROJECT COSTS (CONTINUED)

Findings (Continued)

Weaknesses Noted in Master Designer's Systems and Procedures During Contract 1:

Noted below are some of the more significant weaknesses we noted in the Master Designer's systems and procedures. **Caveat:** As noted in our previous discussion of "Budgetary Controls", the Master Designer was not attempting to control costs by "deliverables", but was merely allocating project costs into five broad "task" categories.

Noted below are the types of findings related to invoices submitted by Ken Smith, Gafcon, and certain other contractors:

- In many instances, "explanations" for work performed or "descriptions" of services provided were brief, vague and general; in most instances, it was not possible to tie the descriptions of work performed to the "deliverables", as set forth in the Agreement or the Subcontract Agreements.
- Notwithstanding representations from the Master Designer that a thorough review was performed on each subcontractor invoice, there was a lack of discernable evidence that the hours worked or time cards submitted by Project professionals had been reviewed and approved by supervisors.
- Invoices were sometimes submitted with the hours for multiple professionals listed on one invoice; however, the hours were not presented in such a format that Corporation officials could identify if professional consultants had billed more than 40 hours per week, or if hours had been double billed. Also, on some invoices, hours were "deferred" and carried over to subsequent billing periods. Further, on some invoices, the dates for employee services were not listed in date order.
- On one consultant, we noted a possible double billing of approximately \$15,500; we called this to the attention of Master Designer officials. Representatives of the consultant subsequently represented that this was not a double billing, but no records were subsequently presented to our firm to substantiate this representation.
- We noted a number of problems with the documentation for travel and reimbursable expenses.

Observation: During Contract 1, Corporation staff generally monitored and reviewed invoices for the above issues, and withheld payments to the Master Designer until such issues were resolved to the satisfaction of Corporation staff.

CONTROLS FOR MONITORING PROJECT COSTS (CONTINUED)

Observations

Similar to Contract 1, under the terms of Contract 2, the Master Designer is required to submit the following support for each monthly invoice:

- Invoices from the subcontractors, subconsultants and suppliers
- Time sheets for time and materials work
- Copies of receipts
- Evidence of the City's authorization for travel
- Spreadsheets summarizing invoices from the subcontractors and subconsultants, presenting all prior billings and payments on account.
- Certification by the architect that the invoice is true, complete and correct.

Also, with respect to travel, entertainment and other reimbursable expenses, under the terms of Contract 2, the Master Designer is required to follow the reimbursement policies of the City of Irvine. This policy sets forth strict substantiation rules for business-related expenses.

Recommendations

In connection with Contract 2, we recommend that, to the extent feasible and practical, a standardized time sheet be used by all subcontractors and subconsultants.

CONTRACT CHANGE ORDERS

Findings

As previously discussed on page 2 of this report, Part II, Section 1.2, of the Agreement sets forth the terms and conditions for "Changes and Additions to Scope of Services". (See **Attachment 4**). This section of the Agreement set forth strict guidelines for the execution and approval of contract change orders on the Project, referred to in the Agreement as Contract Task Orders, or CTOs. Among other requirements, Section 1.2 required that:

- No extra work shall be undertaken unless a **written order is first given by the Corporation.**
- The Master Designer accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than anticipated, and
- If any change order or work suspension causes an increase or decrease in the price of the Agreement or in the time required for performance, Master Designer shall promptly notify Corporation and assert its claim for adjustment **within 10 days** after the change order or work suspension, and an equitable adjustment shall be negotiated.

CONTRACT CHANGE ORDERS (CONTINUED)

Findings (Continued)

As more fully discussed on page 5 of this report, there were Contract Task Orders (CTOs) and other contract changes totaling \$999,501 which were approved by the Board of Directors. These CTOs related primarily to the Balloon project and certain "Additional Work Requests" (AWRs). With respect to these CTOs, the Master Designer did not comply with certain requirements of Part II, Section 1.2, of Contract 1. Work on these contract change orders was generally performed before a written order was drafted by Corporation management, and prices for additional work were generally not negotiated within 10 days after the change in work scope giving rise to a claim for price adjustment. Also, during the Project, the Corporation provided written direction to the Master Designer not to proceed with additional work without prior authorization.

Recommendations

Contract 2 has similar language regarding the need for change orders to be negotiated and approved before the work is performed. Going forward, for any change orders with the Master Designer, we recommend that:

- The Design Studio provide written notice to the Corporation before any new work is commenced,
- the Corporation execute a written CTO before work is commenced on any scope of work over and above the original contract, and
- prices for any additional work be negotiated before the change order is finalized and approved.

CONTINGENCY RESERVES

Findings

As discussed on page 4 of this report, the original Project budget totaled \$ 9,575,000, consisting of the following amounts:

Amounts budgeted for consultants and reimbursable expenses	\$8,476,518
Unallocated contingency reserve	<u>1,098,482</u>
Original Contract Budget	<u>\$9,575,000</u>

As noted at **Attachment 7**, work on the Comprehensive Master Plan was to begin in May 2006 and be finalized in approximately April 2007. However, due to an "extended effort" by the Master Designer, as explained at **Attachment 9**, additional work was required beyond April 2007. As a result of the extended effort, the entire unallocated reserve of \$1,098,482 was transferred to the various consultants via Design Studio Internal Budget Adjustments. (See **Attachment 11**).

CONTINGENCY RESERVES (CONTINUED)

Observations

Contract 2 provides for a "contingency fund" of \$2,600,000. The use of this fund is subject to the discretionary approval of the Corporation's CEO. Regarding the use of this fund, the Board of Directors has set the following guidelines:

- The Board of Directors encourages the Design Studio to be imaginative and creative in the development of concepts and plans for the Great Park, which may necessitate the retention of additional specialized consultants, an increase in the budgeted time allocations or an extension of the time allocated to certain design tasks.
- Notwithstanding the above direction, the requests for additional expenditures by the Design Studio are to be substantiated by an accurate and complete description of the subject services and documentation of the associated proposed costs to provide those services.

Recommendations

Strict controls over the use of the contingency fund should be in place. Accordingly, before the Corporation's CEO approves additional distributions from the \$2,600,000 contingency fund, the Design Studio should present the following information:

- The original budgeted hours and billing rates for the original "deliverables" under the standard contract.
- The additional hours and a description of the additional "deliverables", priced at the approved billing rates under the contract.

Caveat: As previously noted in this report, we have not performed a contract compliance review on Contract 2. The controls noted above may already be in place, but we have not verified this fact.

PROOF OF INSURANCE

Findings

The Master Designer's system for obtaining proof of insurance for both the principals of the Joint Venture, Ken Smith and Gafcon, and also the Subconsultants, did not, in many instances, comply with contract requirements. Among other findings, we found the following areas of non-compliance as of the date of our inspection:

- Insurance certificates for Ken Smith had expired, and certain provisions on the certificates were not executed in accordance with insurance requirements in the Agreement
- Insurance certificates for Fuscoe Engineering, a major Subconsultant, had expired
- No insurance certificates had been obtained for Mia Learer and Mary Miss, two major Subconsultants
- No insurance certificates had been obtained for approximately fifteen (15) Lower-Tier Consultants.

PROOF OF INSURANCE (CONTINUED)

Findings (Continued)

Caveat: Pursuant to Article 2.1 of Contract 1, the Master Designer can elect to contract with subcontractors or subconsultants that do not meet the insurance requirements. Under these circumstances, the Master Designer does so at its own risk, and shall fully indemnify and defend the Corporation from claims arising against the subcontractors or subconsultants.

Observations

We noted that Contract 2 has substantially similar insurance requirements to Contract 1.

Also, we noted that in June 2007, the City of Irvine purchased an "Owner's Protective Professional Indemnity Insurance (OPPI) Policy related to the Project. The insurance premium was \$599,650. Generally, the OPPI Policy covers all architectural, engineering, land surveying and other related professional services related to estimated hard construction costs totaling \$353,000,000. The OPPI Policy covers a term from July 1, 2007 through July 1, 2010. The liability limits are \$15,000,000 for each claim and in the aggregate, with a self-insured retention of \$100,000. Corporation management informed our firm that the purchase of such a policy was to provide more comprehensive and longer-term protection for the Corporation and City.

Recommendations

Notwithstanding the City's OPPI Policy, on Contract 2 with the Master Designer, we suggest the following procedures:

- The Master Designer should utilize its internal contract tracking system to produce a periodic written report demonstrating its compliance with the insurance provisions of the contract. The Corporation should assign an employee to review and monitor these periodic reports.
- As noted in Section 1.4.2.1.4 of Contract 2, in addition to obtaining Certificates of Insurance, the Corporation should obtain copies of insurance policies issued to the Master Designer.

SHAREPOINT SYSTEM

Findings

Corporation employees represented to our firm that the SharePoint System did not operate as advertised by Master Designer officials at the beginning of the Project. Corporation employees represented that the system was not “user friendly”, so they were unable to access information as intended. Also, during our field work, our professional staff was not able to access certain information stored on the system, such as minutes of meetings, drawings, budgets, etc.

Recommendations

Going forward, Corporation staff needs to re-evaluate the continued use of the SharePoint System, to determine if the system has practical and beneficial value for sharing information and controlling costs on Contract 2, or if the use of the SharePoint System should be discontinued.

Should a decision be made to continue use of the SharePoint System on Contract 2, in order to make maximum use of the system, we recommend the following:

1. New workshops should be held between Corporation, City and Master Designer employees; previous problems with the system should be discussed, and specific training should be arranged to address those problems.
2. Master Designer officials should keep all information on Contract 2 up to date and posted on SharePoint, including:
 - A listing of all subcontractors and subconsultants, including contract amounts with each company
 - Calendar of events and project schedules
 - Status of deliverables and milestones
 - Minutes of meetings
 - Compliance with insurance requirements
 - Updated cost and budget information, comparing budgeted costs with actual costs for all “tasks” and “deliverables”
 - Current “alerts” on any significant events affecting the Project, including a description of the event, if any delays are expected, how the situation will be dealt with, etc.

ATTACHMENT 1

AGREEMENT FOR MASTER DESIGNER SERVICES

THIS AGREEMENT FOR MASTER DESIGNER SERVICES (the "Agreement") is made and entered into as of March 9, 2007 ("Effective Date"), by and between the ORANGE COUNTY GREAT PARK CORPORATION, a California non-profit public benefit corporation ("Corporation"), and GREAT PARK DESIGN STUDIO, a Joint Venture comprised of Gafcon, Inc., a California corporation and Ken Smith Landscape Architect, Inc., a California corporation ("Master Designer"). (The term Master Designer includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided:

B.1. Master Designer shall perform all work necessary to complete, in a manner satisfactory to Corporation, the Orange County Great Park ("Great Park") Final Master Plan Design, a Phasing Plan for Great Park construction, Great Park Design Guidelines, and a Plan for Phase One Construction of the Great Park, all in accordance with PART IV, Scope of Services, included herein. The Master Designer may also be asked to perform follow-on work relating to the final design of the Great Park.

B.2. Master Designer shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<u>Names</u>	<u>Functions</u>
Ken Smith	Design Lead and Landscape Architect
Yehudi Gaffen	Design Administration
Mia Lehrer	Local Landscape Architect
Mary Miss	Artist
Steven Handel	Restoration Ecologist
Enrique Norton	Architect

Craig Schwitter

Sustainability Engineer

Pat Fuscoe

Civil Engineering

Steve Blake

Hydrogeology Engineering

B.3. Ken Smith shall on average throughout the Term allocate not less than 40% of his professional time to performance of services hereunder. Commitment levels for key personnel may be included as in each Contract Task Order. No person named in Paragraph B.2 of this Part, or his/her successor approved by Corporation, shall be removed or replaced by Master Designer, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of Corporation. Should the services of any key person become no longer available to Master Designer, the resume and qualifications of the proposed replacement shall be submitted to Corporation for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless Master Designer is not provided with such notice by the departing employee. Corporation shall respond to Master Designer within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

B.4. All individuals performing work shall have the skill and experience and any licenses and certifications required to perform the work assigned to them. If Corporation determines in its sole discretion that any person employed by Master Designer or by any subconsultant is not performing the work in a proper, safe and skillful manner, then at the written request of Corporation, Master Designer or such subconsultant shall remove that person and that person shall not be re-employed on the Project without the prior written approval of Corporation in its sole discretion. If Master Designer or such subconsultant fails to remove such person(s) or fails to furnish skilled and experienced personnel for the proper performance of the work, then Corporation may, in its sole discretion, suspend the affected portion of the work by delivery of written notice to Master Designer. Such suspension shall in no way relieve the Master Designer of any obligation contained herein, or entitle the Master Designer to an amendment or change in cost. Once compliance has been achieved, Corporation will notify Master Designer in writing and Master Designer shall promptly resume work.

C. Term: The term shall commence upon the Effective Date and unless terminated earlier or extended as set forth in this Agreement shall continue through. Corporation, at its sole discretion, may elect to extend the term of this Agreement up to an additional twelve (12) months (the "Option Term"), and thereupon require Master Designer to continue to provide services, including follow-on work relating to the final design of the Great Park, and otherwise to perform in accordance with this Agreement. Corporation may extend the Option Term annually for an additional twelve months from expiration of the then-effective Option Term, up to a total of thirty-six months from the expiration of the initial Option Term.

D. Party Representatives:

D.1. The Corporation hereby designates its Chief Executive Officer to be its authorized representative in administering all matters relative to this Agreement. With regard to technical matters, Design Manager will report to and be managed by the Corporation's Manager of Planning.

D.2. The Master Designer designates Ken Smith to be its representative in administering all matters relative to this Agreement. No change shall be made in such representative without the prior written approval of the Corporation.

E. **Notices:** Master Designer shall deliver all notices and other writings required to be delivered under this Agreement to Corporation at the address set forth in Part II ("General Provisions"). The Corporation shall deliver all notices and other writings required to be delivered to Master Designer at the address set forth following Master Designer's signature below.

F. **Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:

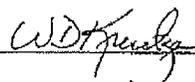
- F.1. Part I: Fundamental Terms
- F.2. Part II: General Provisions
- F.3. Part III: Special Provisions
- F.4. Part IV: Scope of Services
- F.5. Part V: Budget

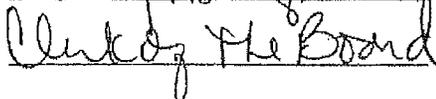
G. **Integration:** This Agreement represents the entire understanding of Corporation and Master Designer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties with regard to those matters covered by this Agreement, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

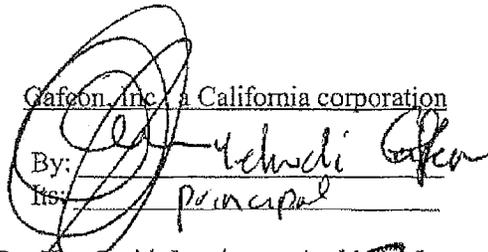
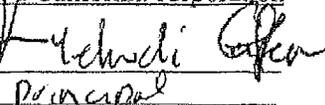
ORANGE COUNTY GREAT PARK CORPORATION

GREAT PARK DESIGN STUDIO, a California Joint Venture

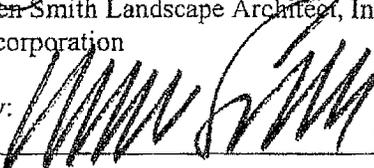
By: 
Its: Chief Executive Officer

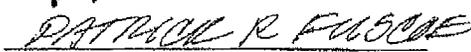
Attest: 
By: 

By: Gafcon, Inc. a California corporation


By: 
Its: Principal

And By: Ken Smith Landscape Architects, Inc., a California corporation

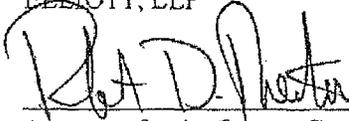
:By:  5-9-06
Its:

Attest: 

By: 

APPROVED AS TO FORM:

NOSSAMAN, GUTHNER, KNOX &
ELLIOTT, LLP



Attorneys for the Orange County Great Park
Corporation

Master Designer Information

Address for Notices and Payments:
GREAT PARK DESIGN STUDIO
c/o Gafcon
701 B. Street, Suite 1600 San
Diego, CA 92101
attn: Yehudi Geffen
Telephone Number: (619) 231-6100
FAX Number: (619) 231-6995

and copy to:

KEN SMITH LANDSCAPE ARCHITECT
79 Chambers Street
New York, NY 91007
attn: Ken Smith
Telephone Number: (212) 791-3595

ATTACHMENT 2

qualified to perform the work in accordance with the contract documents and who shall assume professional responsibility for the accuracy and completeness of the design documents and construction documents prepared or checked by them.

1.9 Compensation.

For Master Designer's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Section 1.10, Master Designer shall be compensated on a time and expense basis subject to a not-to-exceed budget limitation in accordance with the rates and terms of Part V hereto ("Budget"). The parties have established the not-to exceed Budget for Task One of the Scope of Services, set forth in Part V, Schedule III ("Task One Budget"), based upon Master Designer's estimate of what will be required to complete Task One, including all ordinary and overhead expenses to be incurred by Master Designer and its agents and employees, and including meetings with Corporation representatives, and incidental costs incurred in performing Task One under this Agreement. The parties agree that the Task One Budget constitutes fair and adequate consideration for the performance of Task One, including work performed prior to the Effective Date, and in consideration therefor, Master Designer agrees not to bill amounts in excess of the Task One Budget for performance of Task One notwithstanding any additional time and materials it may take to complete Task One. The not-to-exceed budget for completion of Tasks Two through Five of the Scope of Services (the "Tasks Two Through Five Budget") to be determined by the parties pursuant to Section 1.9.1, below, shall include all ordinary and overhead expenses to be incurred by Master Designer and its agents and employees, including meetings with Corporation representatives, and incidental costs to be incurred by Master Designer in performing Tasks Two through Five under this Agreement. The not-to-exceed Budget values for Tasks One through Five do not include changes in compensation for performance of CTOs issued pursuant to Section 1.9.1 for additional work not contemplated pursuant to Tasks One through Five of the Scope of Services or for Differing Site Conditions.

1.9.1 Corporation may determine from time to time that it is appropriate to require Master Designer to perform services hereunder related to the design of the Project, including but not limited to the services identified as Task Two, Task Three, Task Four, and Task Five in the Scope of Services, and shall have the right to issue, in its sole discretion, one or more CTOs for the same. CTOs may be issued for services to proceed on a time and expense basis, subject to a not-to-exceed amount, a firm fixed-price basis, or other basis for payment. Each CTO will specifically define the scope of services to be performed thereunder, shall specify how payment will be made, and shall include any other information necessary.

1.9.1.1 Tasks Two through Five of the Scope of Services set forth in Part IV as of the Effective Date are described in general, high level, conceptual terms. The Scope of Services for Task One includes Master Designer's preparation and delivery of a detailed description of deliverables and a detailed schedule for the performance of all services necessary to complete Tasks Two through Five, and a detailed written cost estimate for such services. Corporation and Master Designer shall promptly meet and confer as necessary to attempt to reach agreement on the Tasks Two through Five Budget and detailed scope of services. Upon agreement of the parties on the detailed scope of services and the Tasks Two Through Five Budget, the Scope of Services in Part IV hereof shall be supplemented with the detailed scope of services for Tasks Two through Five, and the Budget in Part V hereof shall be supplemented by the addition of the

g. A monthly progress report reflecting budgeted and actual man-hours and costs expended to date broken down by Task, scheduled and actual progress with an explanation of any significant variations, and such other information as agreed to in the sample invoice format identified above or otherwise requested by Corporation to substantiate the validity of an invoice.

1.10 Maximum Obligation

Notwithstanding any provisions of this Agreement to the contrary, Corporation and Master Designer mutually agree that Corporation's maximum cumulative payment obligation (including obligation for Master Designer's profit) for Tasks One through Five of the Scope of Services shall be the amounts set forth in the Task One Budget and to be set forth in the Tasks Two through Five Budget, which shall include all amounts payable to Master Designer for its subcontracts, subconsultants, licenses, materials and costs arising from, or due to termination of, this Agreement. Funding for this Agreement is subject to Corporation's Board of Directors approval. The Corporation's maximum cumulative payment obligation for any other work not reasonably contemplated by the Scope of Services for Tasks One through Five shall be as provided pursuant to the CTO(s) for such work.

SECTION 2: INSURANCE AND INDEMNIFICATION

2.1 Insurance.

Without limiting Master Designer's indemnification obligations, Master Designer, or each joint venturer of the Master Designer, shall procure and maintain, at its sole cost and for the duration of this Agreement and 10 years after completion of all work under this Agreement, insurance coverage as provided below, against claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Master Designer, its agents, representatives, employees, and/or subcontractors. In the event that Master Designer subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Master Designer and such subcontractor or subconsultant shall require the subcontractor or subconsultant to maintain the same policies of insurance that the Master Designer is required to maintain pursuant to this Section 2.1, and that copies of such policies must be provided to Corporation before that subcontractor or consultant commences any work, in circumstances where the subcontractor or subconsultant is not covered by Master Designer-provided insurance; provided that Master Designer shall have the sole responsibility for determining the limits of coverage required to be obtained by subcontractors and subconsultants, which determination shall be made in accordance with reasonable and prudent business practices, but which shall not be less than One Million Dollars (\$1,000,000.00) for each type of coverage required. If Master Designer elects to contract with subcontractors or subconsultants that do not meet the insurance requirements outlined below, however, Master Designer does so at its own risk and shall fully indemnify and defend Corporation, to the full effect of the indemnity in Section 2.2, for any failure of any subcontractor's or subconsultant's insurance coverage to comply with the insurance requirement outlined below.

ATTACHMENT 3

PART IV

SCOPE OF SERVICES

Services shall be performed in accordance with the attached Scope of Services.

Final Scope of Services for Task One is Attached.

Conceptual Scope of Services for Tasks Two through Five is attached.

Detailed Scope of Services for Tasks Two through Five is to be developed per Section 1.9.1.1 of Agreement, and added as supplement to this Scope of Services upon the parties final agreement with respect thereto, at which point it shall be incorporated by reference and deemed a part of this Scope of Services.

Master Plan Scope of Services
Ken Smith Landscape Architect WORKSHOP WEST

Master Plan Phase

WORK TASKS

TASK ONE: Critical Issues Assessment
(Two months)

The first task will focus on “Principals Only” - Executive Design Team, minimizing team structure and staffing in order to move the project forward quickly and address critical issues in the short term. This task will focus on preparing a “Framework of Issues” and Diagrammatic Studies”.

The focus will be on critical issues and developing recommendations for addressing these critical issues in moving forward in developing the full master plan in Tasks Two through Six.

The approach will be to take the competition plan apart by critical issue area and to study these individual issues and develop a critical issue framework using straightforward graphic studies, short and to the point narratives. The team will develop one to three diagrams for each issue area. Cost assessment will be provided only for those issues with alternatives considered to have major cost implications. These assessments will lead to a “Framework of Issues and Diagrammatic Studies”. Preliminary identification of these critical issues to be addressed in this task include:

- A) Boundary refinement, adjustment and perimeter recommendations. The team will overlay the competition plan and the existing boundaries and make recommendation for adjusting the concept to conform to the boundaries and/or identify critical areas, if they exist, where “boundary trading” may be desirable.
- B) Access, Circulation and Integration with Surrounding Areas. The team will develop diagrammatic studies looking at the issues of how major access and circulation systems will provide connectivity between and with adjoining areas to and within the park. This will include accessing the five access points identified in the original plan.
- C) Utility and Infrastructure Coordination. The team will develop diagrammatic studies identifying “most likely” utility corridors, site drainage, patterns and critical linkages that will affect the master plan design.
- D) Canyon Refinement, Hydrology and Mass Grading. The team will develop diagrammatic level studies of canyon hydrology / stream and lake, mass grading and identify areas of alignment shift or layout adjustment at a diagrammatic level of study. The team will also assess edge conditions, critical gradients, ADA accessibility, and refine cut/fill assumptions.

- E) Wildlife Corridor Plan review and Response to City's updated Corridor Design Concept and its coordination with Great Park ecosystems. The team will review the recently updated City wildlife corridor conceptual design and address issues in the report and develop recommendations for incorporation into the park concept and plan.
- F) Park Program Refinements and Adjustments. The team will review program ideas and submittals recently received by the OCGP board along with the findings prepared by Griffin Structures for the sport park and develop responses and recommendations for incorporating this information into the park design and program.
- G) Refinements of Landscape, Architecture, Structures, Art and Iconic Elements. The team will study and refine distinctive design elements and further develop critical features and elements relative to the overall park program.

The process will include:

- 1) Principals-Only will meet for a one-day workshop of work through issues and develop responses.
- 2) Prepare preliminary findings.
- 3) Principals meet for a one-day workshop with OCGP staff and Heritage Fields staff and consultants.
- 5) Incorporate and respond to feedback and direction.
- 5) Prepare final findings, "Framework of Issues" and Diagrammatic Studies"
- 6) Team leaders will make a summary presentation to the OCGP Board at the end of this task.
- 7) Business Plan support to be provided at the request of the OCGP staff.

Deliverables:

- A) Framework of Issues Summary and Recommendations, including Images and Diagrams from the topic boards, in 8.5 x 11 Format Executive Summary, approximately 15 pages in length. The report may be supported with appendices containing more detailed information.
- B) Seven each, 36"x48" or other appropriately scaled "Issue Panels" with Sketches, Diagrams, Labels and Short Narratives summarizing the work and direction from the C critical issues outlined above.
- C) PowerPoint Presentation Summary

TASKS TWO – FIVE

Upon completion of Task One and approval by the Board, the team will proceed in developing the Park Master Plan outlined in Tasks Two through Five below.

TASK TWO: Conceptual Master Plan.

(Four months)

This task will focus on developing design studies and alternatives and design refinements to flesh out the critical issue and recommendations identified in Task One and other information and direction provided by the Board. The design studies will lead to development of preferred alternatives and ultimately an overall master plan for the park.

- 2A.** Based on information from Task One and other information and program direction identified by the Great Park Board, the Master Design team will develop design alternatives and studies to address desired ideas, refinements and elements of the park program and design, including preliminary cost estimates and constructability reviews. Design studies will address but not be limited to the following:
- a) Overall site organization.
 - b) Development of major park features and program areas
 - c) Definition of programs and future user experiences
 - d) Development of park circulation and parking
 - e) Development of iconic and thematic concepts
 - f) Development of park edge conditions addressing private / public issues and separation / integration edge features.
 - g) Development of Sustainable design elements
 - h) Identification of resource protection areas and development of ecological areas design / management parameters.
 - i) Identification of other special features and preservation areas and development of design / management parameters for these areas.
 - j) Development of architectural design features and thematic design and guidelines.
 - k) Development of plant massing / communities, and development of preliminary plant palettes
 - l) Development of streetscape typical designs.
 - m) Development of park path systems, guidelines for bike, hiking, ADA requirements, and related issues
 - n) Develop Security and Maintenance concepts.
 - o) Develop mass grading concepts, typical slopes configurations and cut and fill evaluation
 - p) Develop Preliminary phasing concepts
- 2B** As part of the design studies the master design team will continue to review project background reports and new information for incorporation into the design studies. The Master Design Team will continue to synthesize this information and identify issues and

information having impact on the development and refinement of the competition design and development of park program and design features. The park design will develop and respond to the following:

- a) Local habitat, wildlife and ecological conditions
- b) Stream daylighting and flood control issues
- c) Hydrology, water supply and demand, and water management issues.
- d) Geotechnical, soils and related issues
- e) Existing and proposed utilities
- f) Consideration of community input
- g) Sports Park Needs Assessment program requirements
- h) Transportation, access, bike trails and related issues.
- i) Site demolition, removals and runway recycling program and temporary uses.
- j) Surrounding development program / design and private public boundaries.

2C. Design studies in this task will be organized into the following phases:

- a) Preliminary studies. The team will develop design studies exploring and addressing identified issues and park and program design options, including up to three for each major feature or area. Major features or areas will include but not be limited to the canyon, sports area, entry areas, Fields, great lawn, parking, and military memorial.
- b) Evaluation and feedback. The team will present design studies to the OCGP staff and Board, relevant agencies and affected stakeholders for evaluation and feedback.
- c) Revised or preferred studies. The design team will prepare revised and refined design studies addressing evaluations and feedback, leading to identification and development of preferred alternatives and design options.
- d) Evaluation and feedback. The team will present design studies to the OCGP staff and Board and affected stakeholders for evaluation and feedback.
- e) Conceptual Master Plan. The design team will develop an overall master plan for the park based on preferred alternatives and design options.

2D Conceptual Master Plan deliverables shall include:

- A) An overall master plan graphic of the entire park at full build out showing overall design elements and proposed park features at a minimum scale of 1"=500'.
- B) Plan blow ups of principal areas at a minimum scale of 1"=100'.
- C) Character sections of major features and illustration of the relationships of various parts of the plan to each other.
- D) Perspectives including an oblique aerial.
- E) Illustrations of programs and / or group activity detail of particular park spaces and program areas.
- F) Illustrations of streetscapes and edge conditions.
- G) Illustrations of thematic, art and iconic elements
- H) Illustrations and narrative descriptions of park ecological and sustainability systems and features

- I) Illustrations and narrative descriptions of park architectural and landscape architectural design elements.
- J) The Design Team will develop a master plan level cost estimate for the pre-final park master plan including assessment of selected lifecycle impacts of identified features.
- K) A set of boards 36"x48" or similar incorporating park design images, labels and short narratives.
- L) A PowerPoint presentation incorporating park design images and short narratives.
- M) The Design Team will develop a master plan level cost estimate for the revised park master plan.
- N) Design Guidelines and Standards

Optional deliverables (to be negotiated separately)

- A) Presentation Model.
- B) Computer Simulation and/or Animation of major features or areas.

TASK THREE: City Approval Of The Final Master Plan

(Two months)

- 3A Upon approval of the Conceptual Master Plan by the OCGP Board, the plan will be submitted to review and approvals by the relevant public agencies. Agency review will include but not be limited to City Planning Commission, and Community Services Commission. During this period the design team will prepare additional studies that address concerns or issues raised by the review agencies on a time and materials basis.
- 3B Following the review and agency approval period, the design team will adjust the Conceptual Master Plan incorporating changes and produce a Final Master Plan for final Board approval.
- 3C Deliverables shall include:
Updating deliverables identified in item 2D as appropriate to reflect plan changes and modifications:

TASK FOUR: Phasing Plan

(One month)

- 4A Based on the Final Master Plan cost estimate, and identified park priorities, the Master Design Team will develop park phasing strategies and phasing alternates leading to an overall phasing plan and program focusing on identification of Phase One construction features and areas for Board approval.

4B Deliverables shall include:

- a) Diagrams and identification of Phase One developments with accompanying cost estimates.

TASK FIVE Phase One Park and Design Illustrations
(One month)

5A The Master Design Team will refine and develop the Phase One construction features as a cohesive first phase development and program package

- a) Final Master Plan for all Phase One areas and features
- b) Critical Master Plan design guidelines and standards for design development
- c) Views, perspectives, models and illustrative material to visually describe the design and major features.
- d) Final Cost plan

5B The Phase One Design deliverables shall include:

The team will prepare the following final master plan products:

- A) An overall phase one plan graphic of the entire park at full build out showing overall design elements and proposed park features at a minimum scale of 1"=500'.
- B) Plan blow ups of major areas and features at a minimum scale of 1"=100'.
- C) Character sections of major features and illustration of the relationships of various parts of the plan to each other.
- D) Perspectives including an oblique aerial.
- E) Illustrations of programs and / or group activity detail of particular park spaces and program areas.
- F) Illustrations of streetscapes and edge conditions.
- G) Illustrations of thematic, art and iconic elements
- H) Illustrations and descriptions of park ecological and sustainability systems and features
- I) Illustrations and descriptions of park architectural and landscape architectural design guidelines.
- J) A set of boards 36"x48" or similar incorporating park design images, labels and short narratives
- K) A PowerPoint Presentation incorporating park design images and short narratives.

Optional deliverables (to be negotiated separately)

- A) Presentation Model.
- B) Computer Simulation and/or Animation of major features in Phase I.

ATTACHMENT 4

PART II

GENERAL PROVISIONS

SECTION 1: SERVICES OF MASTER DESIGNER

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Master Designer shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services.

Corporation shall have the right at any time during the performance of the services, without invalidating this Agreement, to order work suspension or extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work shall be undertaken unless a written order is first given by Corporation to Master Designer, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Master Designer. It is expressly understood by Master Designer that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Master Designer hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Master Designer anticipates and that Master Designer shall not be entitled to additional compensation therefor, except to the extent such additional cost or delay is a direct result of a Differing Site Condition. "Differing Site Condition" means a physical condition (excluding the presence of hazardous substances) of an unusual nature, differing materially from those ordinarily encountered or reasonably contemplated and generally recognized as inherent in the type of work provided for in this Agreement or typical in the area, provided in all cases that Master Designer had no actual or constructive knowledge of such condition as of the date of the parties execution of this Agreement with respect to Task One set forth in the Scope of Services, and as of the date of the Contract Task Order ("CTO") for any other task to be performed pursuant to the Scope of Services, and such condition would not have been discoverable through a reasonable site investigation performed in accordance with prudent and generally accepted professional practices for purposes of preparing the relevant Budget for any particular task to be performed pursuant to the Scope of Services. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for performance, Master Designer shall promptly notify Corporation thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated and issued as a Contract Task Order ("CTO"). However, nothing in this clause shall excuse Master Designer from proceeding immediately with the Agreement as changed.

ATTACHMENT 5



Orange County Great Park

Scope & Fee Proposal

Tasks 2 - 5

Date: May 5, 2006

To: Mr. Wally Kreutzen, CEO
Orange County Great Park Corporation



Terms and Conditions

Budget

Understandings and Clarifications

The proposed Budget for Tasks 2 through 5 was developed by GPDS's design and management team and the subconsultants after analysis of the scope, review of findings of critical issues performed under Task 1, and collaboration and discussions with multiple agencies and entities directly affecting the Master Plan for the Park.

The proposed Budget is based on a reasonably anticipated level of effort for the listed disciplines and is the summation of cost of the projected labor and reimbursable allowances. Based on the complexity of the project, the creative process which is goal oriented and not task oriented, as well as anticipated changes to the scope of work provided here, the Budget should be considered as an estimated amount for the scope of work which will not be exceeded without the Client's prior authorization. It is also assumed that this Budget will be used to control and monitor the bottom line and not specific line items. As such GPDS reserves the right to move budgeted hours and allocated costs between line items and disciplines, if required.

GPDS will submit monthly reports to OCGP showing labor expended versus budgeted labor, as well as a projection for the next 30 day period and the cumulative effect of this "look back - look forward." Upon receipt of each monthly report, it is anticipated and recommended that the Client and GPDS meet and confer to review progress and cost to date, as well as the forecast to complete, with the intention of reaching consensus on any changes that may be needed to the Budget. Due to the nature of any large master plan, and the complexities of this project in particular, it is anticipated that constant monitoring and Budget revision will be necessary in order to complete the final Master Plan. Adjustments may be caused by a variety of unforeseen conditions and events, including but not limited to environmental issues, budget issues, outside agency and developer input and timeline constraints; public input, and Client initiated scope and schedule changes.

Hazardous Materials or Toxic Materials

GPDS and GPDS consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to other than GPDS team members, hazardous materials or toxic substances in any form at the Project site.

Insurance

GPDS coverage is current and pursuant to the insurance certificates that have been previously provided to the Client. Any additional insurance required by the OCGP is not included in this proposal.

ATTACHMENT 6



701 B Street, Suite 1600
San Diego, CA 92101

Agreement No.: GP1061
Tax Id No.: 20-4737845

October 8, 2008
Invoice No: 024

Orange County Great Park Corporation
One Civic Center Plaza 92606
P.O. Box 19575
Irvine, CA 92623-9575

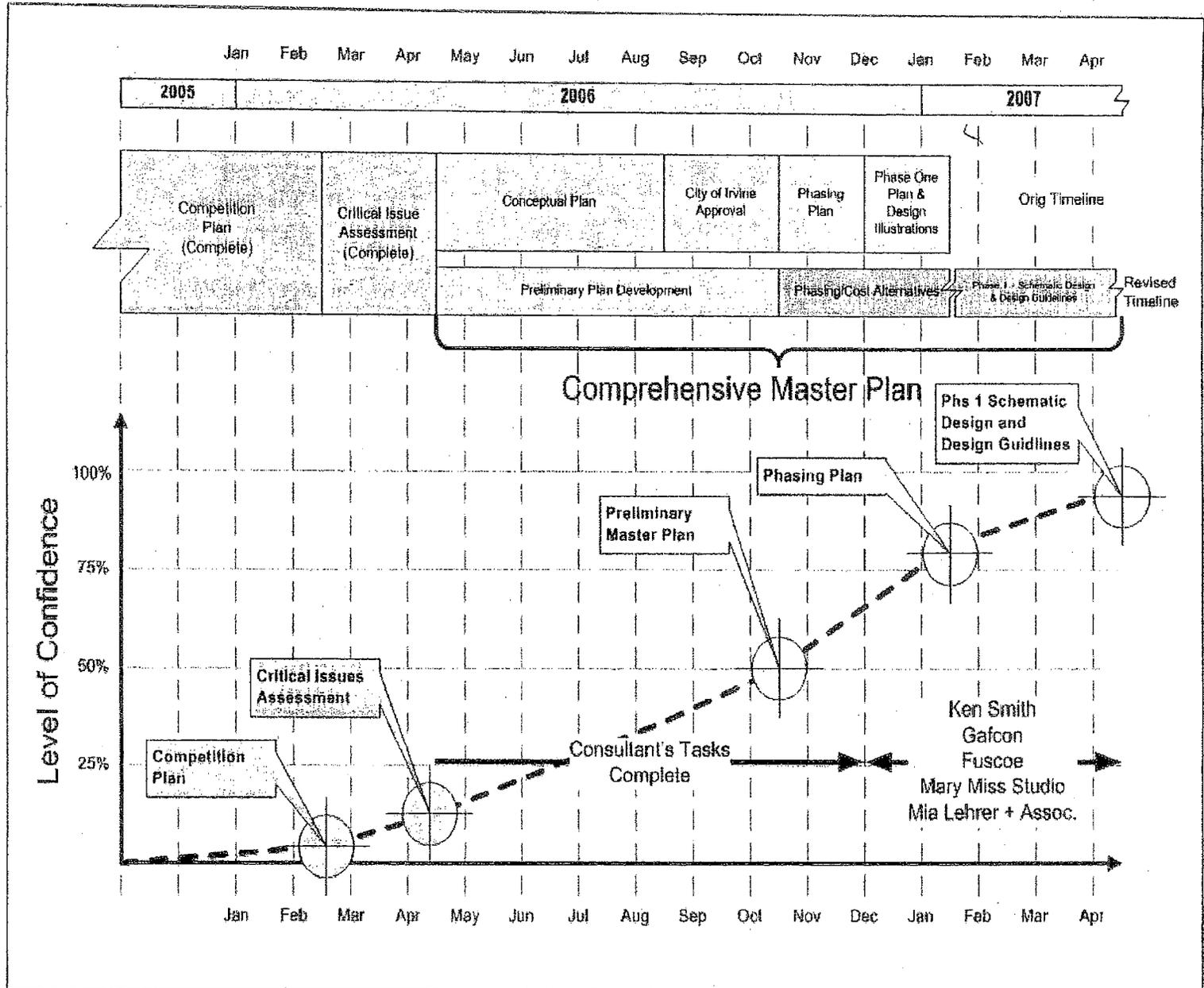
Project Orange County Great Park
Professional Services - Contract 1

Task 2-6	Task Fees	Billing Information			
	Approved Fee	Prior Invoices	Current Invoice	Total to Date	% Complete
2. Preliminary Master Plan	\$5,409,965.00	\$5,409,965.00	\$0.00	\$5,409,965.00	100.00%
3. City Review & Approval of Master Plan	\$1,548,438.00	\$1,505,225.90	\$43,212.10	\$1,548,438.00	100.00%
4. Phasing Plan	\$1,316,166.00	\$1,310,926.55	\$5,239.45	\$1,316,166.00	100.00%
5. Phase One Park Schematic Design & Design Guidelines	\$1,161,333.05	\$1,093,650.80	\$472,793.10	\$1,566,443.90	134.88%
6. Balloon	\$734,688.00	\$733,443.95	\$169,342.90	\$902,786.85	122.88%
Travel Allowance	\$156,924.58	\$156,924.58	\$0.00	\$156,924.58	100.00%
Reimbursable Expenses	\$246,986.65	\$201,793.42	\$101,611.76	\$303,405.18	122.84%
Unallocated Reserve	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Credit for Amount over Contract Limit Pursuant to Section 1.1.1.4 of Schematic Design Contract			(\$450,274.22)	(\$450,274.22)	
Total of Tasks 2-6	\$10,574,501.28	\$10,411,930.20	\$341,925.09	\$10,753,855.29	101.70%

ATTACHMENT 7

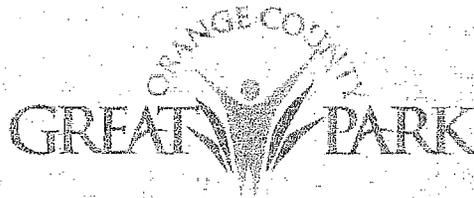


Figure 1



ATTACHMENT 8

Board Members:
Lolby Agran, Chair
Michael Pinto, Vice-Chair
Steven Chal
Sukhee Kang
William C. Kogeman
Beth Scott
Miguel Pulido
James "Balkie" Ray
Christina Shea



October 9, 2006

Thom Maxwell-Miller
Great Park Design Studio
Building 83
7000 Trabuco Road
Irvine, CA 92618

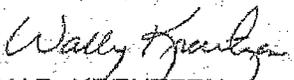
Subject: Allocation from Unallocated Reserve

Dear Thom:

In response to your September 22, 2006 request, as further clarified by conversations between Glen and yourself, I am approving the reallocation of \$175,000 from the Unallocated Reserve and \$25,000 from the Reimburseables to be distributed as follows:

- a. \$175,000 to Fuscoe Engineering per Fuscoe Engineering revised Scope of Work, dated August 3, 2006 (copy attached)
- b. \$ 25,000 to KSWW to build a physical model to be displayed at the presentation

Sincerely,


W.D. KREUTZEN
Chief Executive Officer

cc: Glen Worthington, Manager of Planning (w/o attachments)

Attachments:

1. Fee Detail by Consultant
2. Copy of Letter to Christina Lo from Patrick Fuscoe dated August 3, 2006

ATTACHMENT 9



Great Park Client Approval

Date Issued: April 19, 2007

To: Marty Bryant
Orange County Great Park Corporation

Submitted by: Thom Maxwell-Miller
Great Park Design Studio

Regarding: Request for the transfer of \$836,182 from the Unallocated Reserve to the overall GPDS Contract Budget

We hereby request the transfer of \$836,182 from the Unallocated Reserve to the GDPS Contract Budget. The Corporation has previously supported our efforts by reallocating funds as necessary for the addition of new sub consultants, additional scope of work, and the reallocation of funds to various workgroups. The GPDS has and continues to perform work well beyond the originally anticipated scope in various areas including the Agua Chinon, City review of the Master Plan, Phasing studies and analyses, Business Plan, and Stakeholder Involvement. As these efforts are clearly part of the existing scope of work, the extent to which the Design Studio has performed work in these areas is well beyond what was originally anticipated.

At this critical point between the closeout of our existing contract and the start of contract number 2, the Design Studio would like to utilize these funds to complete the outstanding deliverables as detailed in the Contract Task Orders for tasks 2, 3 and 4.

Please see the following table for additional detail regarding these extended work efforts:

[The rest of this page intentionally left blank]

Great Park Client Approval

Mr. Marty Bryant
 Great Park Corporation
 Page 3 of 3

It is our understanding that due to the extended work efforts described above, consultants have/will exhaust their budgets as these efforts continue. The Design Studio has determined the following breakdown of the requested transfer amount to be an equitable representation of the work performed based on the consultants involved as described above:

Consultant	Amount	Workgroup
KSWW	\$96,182	1.1.01 PP&D
Gafcon	\$245,000	1.1.06 Schedule Financial
	\$35,000	1.1.11 Business Plan
Fuscoe	\$40,000	1.1.01 PP&D
	\$25,000	1.1.02 Sustainability
	\$30,000	1.1.03 Natural Systems
	\$100,000	1.1.04 Park Infrastructure
	\$20,000	1.1.05 Neighborhood Integration
	\$10,000	1.1.08 Stakeholder Involvement
Forde and Mollrich	\$100,000	1.1.08 Stakeholder Involvement
Mia Lehrer	\$50,000	1.1.01 PP&D
	\$20,000	1.1.02 Sustainability
	\$20,000	1.1.05 Neighborhood Integration
	\$20,000	1.1.08 Stakeholder Involvement
Reimbursables	\$25,000	Reimbursables
Total	\$836,182	

In regards to the Task distribution of the transfer amount, we would like \$636,182 added to Task 3 and \$200,000 added to Task 4.

Please sign and return a copy of this form to Thom Maxwell-Miller at the Design Studio.

Date signed: _____

Approved by: _____
(signature)

Orange County Great Park Corporation

Return to: Thom Maxwell-Miller, GPDS

ATTACHMENT 10

Board Members:

Larry Agron, Chair
Michael Pinto, Vice-Chair
Steven Choi
Sukhee Kang
William C. Kogerman
Beth Kron
Miguel Pulido
James "Walkie" Ray
Christina Shea



July 17, 2007

Ben Martin
Great Park Design Studio
7030 Trabuco Road, Building 83
Irvine, CA 92618

Ken Smith
Ken Smith Landscape Architect
79 Chambers Street, 2nd Floor
New York, NY 10007

Subject: Transfer of Unallocated Reserve

Dear Sirs:

I hereby authorize the transfer of the remaining Unallocated Reserve in the amount of Eight Hundred Thirty Six Thousand One Hundred and Eighty Two Dollars and 00/100 (\$836,182.00) (the "Unallocated Reserve Balance") for the Agreement for Master Design Services ("Agreement") between the City of Irvine, as assignee of the Orange County Great Park Corporation ("City"), and the Great Park Design Studio ("Master Designer"), in accordance with your letter dated July 10, 2007. With this authorization, the entire Unallocated Reserve for completion of Tasks Two through Five has been moved to various tasks within the Scope of Services. The Not-to-Exceed contract value for Tasks Two through Five remains \$9,795,330, including travel and reimbursable expenses.

I have directed that the Unallocated Reserve Balance be distributed, as requested in your letter, based upon your explanation of the Great Park Design Studio's additional work efforts. As a result, \$611,182 is transferred to Task Three, \$200,000 is transferred to Task Four, and \$25,000 is transferred to Reimbursable Expenses. Attached are two spreadsheets outlining the distribution of funds by Task and by Consultant.

The Great Park Design Studio remains obligated and has agreed to complete all required deliverables under the Agreement for Master Design Services within the Not-to-Exceed contract value. Since the Task Four Phasing Plan is scheduled for Great Park Corporation Board action in September and the Task Three Master Plan is scheduled for Planning Commission action on August 2, it is appropriate for the Design Studio to provide a timetable for submitting the remaining deliverables from this

Orange County Great Park Corporation

P.O. Box 19575 • Irvine, California 92623
949.724.6247 • F. 949.724.7407 • www.ocgp.org

Great Park Design Studio

July 17, 2007

Page 2

contract. Please provide a schedule for delivering the remaining deliverables for Tasks Three through Five, as well as the anticipated date for Board approval of the Final Master Plan (Task Three), within fourteen (14) days.

Please feel free to contact Glen Worthington at (949) 724-7406, if you have any further questions or comments.

Sincerely,


SHARON LANDERS
Interim Chief Executive Officer

Attachments:

1. Fee Detail by Task
2. Fee Detail by Consultant, Task Two through Six

cc. Yehudi Gaffen, Gafcon, 701 B. Street, Suite 1600, San Diego, CA 92101
Glen Worthington, Manager of Planning & Environmental Services
Rob Thornton, Nossaman
Tracy Hamilton, Purchasing Agent
Sam Hout, PBS&J

ATTACHMENT 11

Orange County Great Park
Master Plan Consultant Fee Analysis

Consultant	Task 2-6 Budget (Original Budget)	Balloon + AWR	Total Budget (Prior to Adj.)	Internal Budget Adjustments	Total Budget
Ken Smith Landscape Architect, Inc.	\$1,621,438.00	\$184,525.00	\$1,805,963.00	\$28,785.45	\$1,834,748.45
Gafcon, Inc.	\$2,248,075.00	\$315,853.00	\$2,563,928.00	\$498,790.70	\$3,062,718.70
Fuscoe Engineering, Inc.	\$1,995,500.00	\$223,600.00	\$2,219,100.00	\$314,440.00	\$2,533,540.00
Buro Happold Consulting Engineers. P.C.	\$267,000.00		\$267,000.00	(\$11,114.10)	\$255,885.90
Forde and Mollrich	\$353,250.00		\$353,250.00	\$70,846.50	\$424,096.50
Mia Lehrer & Associates	\$449,600.00	\$65,768.00	\$515,368.00	\$236,218.01	\$751,586.01
Green Shield Ecology	\$354,715.00	\$58,200.00	\$412,915.00	(\$23,655.50)	\$389,259.50
Ten Arquitectos	\$213,600.00	\$6,932.00	\$220,532.00	(\$41,834.52)	\$178,697.48
Lawson & Assoc. Geotechnical Consulting, Inc.	\$80,000.00	\$19,200.00	\$99,200.00	(\$5,093.90)	\$94,106.10
LSA Associates	\$133,000.00		\$133,000.00	\$18,006.25	\$151,006.25
Wallace Laboratories	\$40,000.00		\$40,000.00	(\$10,350.00)	\$29,650.00
d.d. Pagano, Inc.		\$10,860.00	\$10,860.00	\$19,982.50	\$30,842.50
Acquatic Design Group	\$48,500.00		\$48,500.00	(\$3,275.00)	\$45,225.00
Dudek	\$25,000.00		\$25,000.00	(\$40.00)	\$24,960.00
Yagade Consulting, Inc.		\$9,000.00	\$9,000.00	\$800.00	\$9,800.00
Jim Conti Lighting Design, LLC			\$0.00	\$7,000.00	\$7,000.00
M.E. Nollkamper	\$35,000.00		\$35,000.00	(\$31,250.00)	\$3,750.00
BORM & Associates		\$25,080.00	\$25,080.00	(\$115.00)	\$24,965.00
Vincent Kevin Kelly & Associates			\$0.00	\$7,500.00	\$7,500.00
OMB Electrical Engineers		\$21,000.00	\$21,000.00		\$21,000.00
Thornton Tomasetti		\$15,000.00	\$15,000.00	\$3,700.00	\$18,700.00
Gerdas Creative			\$0.00	\$10,000.00	\$10,000.00
Emerson & Associates			\$0.00	\$2,600.00	\$2,600.00
Underground Service Company			\$0.00	\$5,550.00	\$5,550.00
Mary Miss	\$411,840.00		\$411,840.00	(\$2,621.82)	\$409,218.18
Reimbursables	\$200,000.00		\$200,000.00	\$48,095.71	\$248,095.71
Unallocated Reserve (Owner Contingency)	\$1,098,482.00		\$1,098,482.00	(\$1,098,482.00)	\$0.00
Total	\$9,575,000.00	\$955,018.00	\$10,530,018.00	\$44,483.28	\$10,574,501.28

Notes: The additional \$44,483.28 represents the transfer from Task 1 into the Task 2-6 budget from the final invoice (Invoice 24)