

3.

REQUEST FOR BOARD ACTION



BOARD MEETING DATE: August 9, 2007

**TITLE: BUDGET AUTHORIZATION FOR GREAT PARK DESIGN STUDIO
CONTRACT – SCHEMATIC DESIGN & RELATED SERVICES,
CONTINGENCY, GREAT PARK DESIGN STUDIO TASK 6 AND
RESCINDING PREVIOUS AUTHORIZATION FOR TASK 7**


Interim Chief Executive Officer

RECOMMENDED ACTION

Adopt a resolution entitled:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY GREAT PARK CORPORATION ADOPTING A BUDGET ADJUSTMENT FOR THE GREAT PARK DESIGN STUDIO CONTRACT FOR SCHEMATIC DESIGN AND RELATED SERVICES, AUTHORIZING A TRANSFER OF FUNDS, RESCINDING A PREVIOUS AUTHORIZATION FOR TASK 7 OF THE GREAT PARK DESIGN STUDIO CONTRACT, AND AUTHORIZING A BUDGET ADJUSTMENT FOR TASK 6 OF THE GREAT PARK BALLOON PROJECT

EXECUTIVE SUMMARY

The Irvine City Council, on July 24, 2007, considered a report addressing the proposed contract between the City of Irvine and the Great Park Design Studio for Schematic Design and Related Services. The Recommended Actions included:

1. Approval and authorization for the City Manager to execute a contract (in substantial final form) (Attachment 1) with the Great Park Design Studio for the next phase of work in the amount of \$27,300,000, which consists of \$25,900,000 for performance of the Scope of Services provided in Attachment I, Exhibit 1 (based on fixed fee and time and materials) and \$1,400,000 for reimbursable expenses.

2. Authorization of a contingency in the amount of \$2.6 million (approximately 10% of the contract value, excluding reimbursable expenses) which can be added, in whole or in part, to the contract at the discretion of the Great Park Chief Executive Officer. (Use of the contingency is further described in Attachment II, the provisions of which are incorporated in this authorization).
3. Approval and direction to staff to prepare a budget adjustment to the Fiscal Year 2007-08 Budget increasing expenditures by \$29,900,000 (contract value plus contingency) and authorizing a transfer of funds from the Great Park Fund (180) to the Great Park Development Fund (286).
4. Rescinding the previous funding authorization of \$2,208,039 for Task 7 of the Great Park Design Studio contract in recognition that the work effort is included as part of the new contract proposed in 1 above.
5. Authorization of an increase of \$369,872 to the FY 2007-08 Budget to provide funding for the Great Park Design Studio Contract -Task 6 - Great Park Balloon Project.

Staff will report the City Council action on this item at the Great Park Board meeting. Staff requests approval of the attached Resolution to provide funding for the Great Park Design Studio Contract and to establish the contingency fund. Approval of the Resolution will increase the Orange County Great Park Corporation budget for FY 2007-2008 by \$30,269,872.

OVERVIEW

At its January 23, 2006 meeting, the Orange County Great Park Corporation Board of Directors (Board) selected the Great Park Design Studio (Design Studio) to prepare the Master Plan for the Orange County Great Park (Park). On April 27, 2006, the Board recommended City Council approval of additional work tasks to complete the multitude of analyses and studies associated with the Master Plan. The City Council approved the additional work tasks on May 9, 2006.

The Preliminary Master Plan was presented to and approved by the Board on October 26, 2006. Staff was further directed to submit the Preliminary Master Plan to the City of Irvine for regulatory review. The Master Plan is currently being reviewed and processed to ensure conformance and consistency under established regulatory requirements and processes. The Master Plan is scheduled to be presented to the Planning Commission for final approval in August, 2007.

The Design Studio proposed to advance the continuation of its contract services for the schematic design of the entire Park, and construction drawings and documents for the mass grading of the Park. The Design Studio presented its proposal to Board members at the January 25, 2007 Board meeting. The Board, by a vote of 7-0 (with Directors Krom and Pinto absent), recommended that the City Council direct staff to initiate negotiations with the Design Studio and return to the City Council with a recommended contract amendment for the next phase of work.

Consistent with the Board recommendation, the City Council, at its March 13, 2007 meeting, directed staff to initiate contract negotiations with the Design Studio for the next phase of work including schematic design for the entire park and construction drawings and documents for the mass grading of the Park. Staff was directed to return to the City Council with a recommended contract and scope of services for consideration.

Due to the complexity of the scope and the negotiation of a new contract, the process to finalize it took longer than originally anticipated. Consequently, at its meeting of May 8, 2007, the City Council conditionally approved the addition of Task 7 in the amount of \$2,208,039 to the initial contract. This action was requested to allow work to proceed on the next phase of the Park while contract negotiations were taking place. The scope of Task 7 was described in general terms such as the beginning of schematic design for the Park.

Staff presented status reports to the City Council on June 12, 2007 and July 10, 2007, outlining the progress on both the contract and the Scope of Services. With negotiations now concluded, staff is presenting a Contract in the amount of \$27,300,000 for City Council consideration. Staff is also proposing a contingency in the amount of \$2.6 million, which may be added to the Design Studio Contract at the discretion of the Great Park Chief Executive Officer in accordance with the provisions for use as described in Attachment II to this report. In addition, because payment has not yet been made for Task 7, the parties agreed that the entire amount requested and authorized for Task 7 and the related work efforts be incorporated and invoiced as part of the contract now being proposed. Staff is therefore recommending that the City Council rescind its previous funding authorization for Task 7.

STATEMENT OF THE ISSUE

Since early 2006, the Design Studio has provided design and technical services for the development of the preliminary Master Plan for the Park. The existing contract has progressed to date within the total authorized not-to-exceed budget of \$12.7 million. Tasks 1-6 under the original contract are anticipated to be

complete by August, 2007. The work to be performed under Task 7, and the accompanying budget of \$2.2 million, which was authorized by the City Council in May of this year, will be moved in its entirety to the contract now being proposed. The Board and the City Council have continued to support advancement of the Park project, and the consideration of a proposal to extend the initial contract is consistent with the goals of both the Board and the City Council.

The efforts of the Great Park Design Studio to advance the Park led to its interest in continuing its contractual relationship with the City by proposing, prior to completion of its current contract, a contract amendment that provides for continuation of work efforts currently in place to advance the Great Park Master Plan, including the development of schematic design for the entire Park and construction documents for grading as well as enhancement of the Upper Wildlife Corridor and the Agua Chiron.

The negotiations with the Design Studio have focused on advancing a total project package that includes a new contract document, a detailed Scope of Services and a fee proposal. The proposed contract describes the terms, conditions and assumptions under which each party will operate. The Scope of Services describes the work to be performed under the contract and the deliverables that will be provided at defined milestones and at the completion of the contract. Fees represent the negotiated value for discrete work efforts within the Scope of Services. Under the contract, fee types are described as either "Fixed", meaning that there is a fixed price for a defined deliverable, or "Time and Materials", meaning that invoicing occurs based on hours worked at a specified rate up to a not-to-exceed amount. Fees are further defined as "pre-authorized", meaning that work can proceed upon contract execution or as "Allowances" meaning authorization by the Great Park CEO is required to proceed with the specified work. Reimbursable expenses, while not a fee, are also included in the contract value with a not-to-exceed amount and can only be accessed by submittal of expense detail that conforms to City policy and the contract. Below is a summary of the fee amounts for the Scope of Services.

Description	Approved	Allowance (Requires Approval)	Total
Fixed Fee	\$22,500,000	\$900,000	\$23,400,000
Time & Materials	\$1,900,000	\$600,000	\$2,500,000
Total	\$24,400,000	\$1,500,000	\$25,900,000

Each component of the project package is described in greater detail below.

Agreement (Attachment I)

The direction from the City Council was to incorporate the next phase of the proposed work into the existing Design Studio contract. Because the project was entering a more detailed and focused phase of development; however, the City, Corporation attorneys and staff, along with the Design Studio and its legal counsel, concluded that the structure of the original agreement would need significant modification to support the Scope of Services and would not serve the Earned Value method of billing (contractor invoices based on percentage of work complete measured against a schedule developed at the start of the project) preferred by both parties. It was determined that the next phase of work would be better served by using, as the base document, an American Institute of Architects (AIA) agreement (the terms and conditions of which are specific to a contract for design and architectural services), modified to address the specific circumstances of the Great Park project. To assist the City Council in its analysis, key provisions of the proposed agreement are highlighted below.

Objective

The agreement provides for schematic design for the entire Park, construction documents for Early Site Delivery (mass grading of the entire Great Park property), construction documents for the upper portion of the Wildlife Corridor and for Agua Chino, and establishes reasonable final design and construction cost estimates for the Great Park features included in the schematic design.

Definition of Schematic Design

For purposes of the Agreement, Schematic Design is defined as design representing approximately 30% of final design. It identifies the improvements and construction anticipated for the project with sufficient detail to establish a clear direction for subsequent phases. In general, schematic designs include a conceptual site plan, preliminary building plans with elevations and sections, perspective sketches, study models, electronic visualization and a statistical summary of the design area. The schematic design level is sufficient to permit preliminary cost estimates for construction. Construction cost estimates are then further refined at each successive stage of design, noted as the "design development" and "construction document" stages.

Key Contract Provisions

- Contract Term - Based upon its proposed Scope of Services, the Design Studio anticipates that the work will be completed within 12 months. The

contract specifies that there will be no additional compensation in the event the project takes longer than 12 months.

- Compensation - The contract defines two methods of compensation.
 - For scope and work efforts that can be well defined, there is a Fixed fee. Under the fixed fee provision, the Design Studio agrees to perform a specific scope of work and provide the completed products or deliverables for a fixed price. Payments will be made based on the Design Studio's actual progress toward completion of deliverables as determined by the City upon consultation with the Design Studio. Progress will be measured against a schedule developed by the Design Studio and delivered to the Great Park staff within 15 days of contract execution. Submission of an approved Earned-Value schedule is a pre-requisite to any payment being made. The schedule will delineate expected progress toward completion of the Scope on a month-by-month basis through the contract period. Invoicing and payments will be based on the actual work performed as a percent of the total project. This may be more or less than the schedule developed at the beginning of the project. The schedule will include major milestones tied to specific deliverables at 30%, 70%, 97% and 100% complete. At each major milestone point, if work products are delivered as scheduled, payments will continue. If work products are not delivered as scheduled, payments will not be made until the requirements of the milestones are met. This process ensures that the City pays no more for its deliverable products than the fixed fee quoted and insures that payments are aligned with the work products received. This concept also provides a tool for both parties to track the actual overall cost against the expected cost of the project on a monthly basis, thus allowing any problem areas to be identified early in the process.
 - The second method of providing compensation is on a Time and Materials, not-to-exceed basis. This method applies to those scope items that are currently more difficult to define. The Design Studio will invoice for these work efforts based on hours charged to the task at the pre-approved contract rates, up to the amount specified in the fee schedule. This process is consistent with the existing Design Studio contract. Authority to invoice for any amount in excess of the not-to-exceed limit needs to be justified by the Design Studio and authorized by the Great Park CEO.
 - The Design Studio may also be compensated for certain reimbursable expenses (Attachment I, Exhibit 4) such as travel,

lodging, car rentals and meals, in accordance with City policies. For purchases under \$5,000, the Design Studio must supply a written statement that the cost for the item is fair and reasonable. For items in excess of \$5,000, which may include such items as printing and event expenses, the Design Studio must obtain and provide evidence of at least three written quotations.

- **Changes** – The Design Studio's submission of required tasks and deliverables to the Corporation may result in suggested changes or modifications to the work product. The contract provides that the City (Owner) may direct such changes in the work up to and at specifically identified critical milestones outlined in the Earned Value schedule without fees or cost. Once work has been approved or direction given at the identified milestones or by other official action of the City Council upon which the Design Studio is entitled to rely, changes may require additional compensation or time to complete the deliverables.
- **Insurance** – The Design Studio, including all sub-consultants, is required to provide evidence of insurance for General, Auto and Employer's Liability in the amount of \$1,000,000. Workers Compensation must be provided in accordance with state law. These limits are consistent with limits required under standard City of Irvine contracts. Professional liability is required to be maintained at \$1,000,000 per claims made with a \$2,000,000 aggregate for Ken Smith and \$2,000,000 per claims made with a \$2,000,000 aggregate for Gafcon. The City has purchased an Owners Protective Professional Indemnity (OPPI) policy of insurance that covers the City up to \$15 million against claims for errors and omissions of the Design Studio. The effective date of the OPPI policy coverage is July 1, 2007 and it provides for claims made through June 30, 2017. This coverage provides protection to the City of Irvine.
- **Liability Limitation** – The contract limits the liability of the Design Studio to (a) an amount equal to the Contract Price less (b) the total sum paid on behalf of Architect by Architect's insurers in settlement or satisfaction of City's claims under the terms and conditions of Architect's insurance policies applicable thereto, less (c) the total sum paid to the City by the City's OPPI insurance provider in accordance with the OPPI.
- **Dispute Resolution** – The contract outlines a multi-stage process for disputes that cannot be resolved at the staff level. The first two processes described below are initiated by the Design Studio. Arbitration or Judicial Reference can be initiated by either party based upon the value of the disagreement. Following is a brief description of each process:

- Informal Dispute Resolution – The Design Studio will submit objections, in writing, to the Great Park CEO for issues that cannot be solved at the staff level. The CEO will consider all material submitted and issue a decision within 30 days.
- Mediation – If the Design Studio is not satisfied with the CEO's decision, it may submit the issue to mediation. The parties will attempt to mutually agree to upon a mediator. If no agreement can be reached, the matter will be submitted to mediation with the American Arbitration Association.
- Arbitration – If mediation does not resolve the dispute, disputes involving amounts of less than \$1,000,000 will be subject to mandatory binding arbitration and the arbitrator's decision will be final.
- Judicial Reference – Disputes in excess of \$1,000,000 that cannot be solved by mediation will be submitted to a judicial reference proceeding. The decision of the judicial referee will be entered as a decision with the Orange County Superior Court.
- Contractor Liability for Construction Drawings – The Scope of Services provides that the Design Studio will produce final construction drawings and an estimated cost for the completion of the work for Early Site Delivery, as well as the enhancement of the Upper Wildlife Corridor and the Agua Chinon. If none of the bids for the work, assuming at least three qualified bidders, are within 10% of the estimated cost of the work developed by the Design Studio, if requested by the City, the Design Studio must modify the plans at no additional cost to bring the bid in line with the cost estimate.

Scope of Work/Services (Attachment I, Exhibit 1)

The proposed scope of work/services is divided into four primary areas: Design, Engineering, Design Management, and Strategy and Communications. The amounts included for each of these Scope categories is an estimate of the cost to complete. With City approval, the Design Studio may modify the pricing in each category and between categories upon submittal of the Fee Schedule Breakdown and the Earned Value Schedule provided that combined cost of all services does not exceed \$25,900,000.

Design – (Architecture)

\$12,060,000

The Design Scope of Services, under the direction of Ken Smith and Mia Lehrer, is supported by team members Green Shield for ecology design, Buro Happold

for sustainability aspects and TEN-Arquitectos for building design, as well as a group of specialty consultants in areas such as lighting and water feature design. The design Scope of Services, when completed will include a conceptual site plan, preliminary building and bridge plans with elevations and sections, perspective sketches, study models, electronic visualization and a statistical summary of the design area and other characteristics in comparison to the program. The Design section is separated into seven major areas of work effort.

- **Park Planning and Design** at a total cost of \$7,424,000 includes (i) analysis of, and methods for, ranking proposed Park programs; (ii) creation of overall Park systems including, circulation, lighting, graphics and branding, site furnishings, water features, planting and irrigation systems, color palettes and finishing materials, media and technology systems, and safety, security and fire systems; (iii) development of preliminary schematic drawings for Park Districts (Upper and Lower Canyon, Sports Fields, Cultural Terrace, etc.) as well as final design and landscape and irrigation construction documents for the Wildlife Corridor and the Aqua Chino; (iv) development of a final schematic drawing package; (v) development of architectural features (type, size, and location of building structures (this level of schematic design insures that the buildings throughout the park have a cohesive design); (vi) development of Master Design Standards; (vii) scheduling and development of presentation materials, coordination and outreach programs and materials; (viii) technical support and coordination with engineering; and (ix) development of a horticultural program to analyze and establish soils specifications and to manage plant resources and tree donations. The Park Planning and Design effort will also emphasize achieving the sustainability goals adopted by the Great Park Board.
- **Park Ecology and Habitat** at a cost of \$635,000 includes development of ecological guidelines that focus specifically on the ecology of Southern California. Reports and diagrams will be provided for the overall Park with specific emphasis on the Botanic Garden and the habitat areas.
- **Engineering and Support Coordination with Design Features** at a cost of \$220,000 provides for coordination time between the engineering and design disciplines to ensure engineering requirements are incorporated into the design standards and Park features.
- **Sustainability** at a cost of \$590,000 includes development of a sustainability management systems document, a sustainability assessment of the Great Park schematics package, development of an energy master plan, and identification, costing and assessment of potential sustainable Park features.
- **Structural Engineering** at a cost of \$692,000 includes development of engineering concepts and schematic design level drawings, for the seven bridges in the Park and structural, electrical, plumbing and fire protection

engineering for the Conservatory Bridge over the Lower Canyon. The scope also includes structural engineering for buildings (e.g. bathrooms and maintenance) within the Park.

- **City of Irvine Park Development Process Support** at a cost of \$246,000 includes a needs assessment for cultural institutions in the Park and the development of an annual forecast of park visitors. Both of these analyses will provide the design team with the necessary data to develop circulation systems, building sizes, and parking requirements. It will also assist in assessing the amount of retail, lodging and other specialty services required.
- **Design Support Services** at \$2,253,000 includes labor costs for estimating services, invoice and billing services, procurement services, administrative support, document control, IT systems support and a portion of the project management team salaries. For efficiency and coordination purposes and to avoid the duplication of each consultant hiring or charging for these services individually, Gafcon will perform these services for the entire team. Costs are allocated among the team members based on the support work required.

Engineering – (Civil)

\$10,285,000

The Engineering Scope of Services, under the direction of Fuscoe Engineering and supported by a number of consultants, is separated into five major areas.

- **Engineering Schematic Design** for the entire Park at \$4,200,000 includes work efforts for subsequent Master Plan and Park design review, mapping and surveying, Wildlife Corridor schematic design, Agua Chinon schematic design, park feature and lake schematic design, storm water runoff and drainage reports, mitigation and restoration, comprehensive traffic studies, utility design and coordination.
- **Engineering for Early Site Delivery** (Mass Grading of the entire Park) at \$3,300,000 includes work efforts for final construction documents for the Park, the Upper Wildlife Corridor, environmental remediation, drainage ways, development of a water quality master runoff plan and mitigation and restoration.
- **Owner Allocated** at \$850,000 includes allowances for final design and construction documents for Agua Chinon and amounts for design efforts in the Serrano and Borrego channels. Work under this section needs further coordination with Heritage Fields and is therefore included as an allowance. The Design Studio is not permitted to perform the work or bill for the work until a notice to proceed has been issued by the City/Corporation. Any work in advance of such authorization is at the

Design Studio's risk. As work efforts are delineated between Heritage Fields and the Design Studio and Scopes are further defined, amounts will be authorized by the Great Park CEO commensurate with the Scope of Services. The design concept for the Agua Chino, as directed by the Great Park Board, will be presented in September prior to authorization to proceed.

- **Information Technology** at \$788,000 includes labor amounts for Computer Aided Design (CAD) services, three-dimensional graphics, media graphics and GIS Web services.

Engineering Team Support at \$1,147,000 includes labor costs for estimating services, invoice and billing services, procurement services, administrative support, document control, IT systems support and a portion of the project management team salaries. For efficiency and coordination purposes and to avoid the duplication of each consultant hiring or charging for these services individually, Gafcon performs these services for the entire team. Costs are allocated among the team members based on their anticipated need.

Design Management

\$2,415,000

The Design Management Scope of Services, performed by Gafcon, is separated into three major categories.

- **Joint Venture Administration** at \$500,000 includes managing the physical facilities for the Design Studio, providing contract, legal support and accounting services for the joint venture.
- **Design Management** at \$1,757,000 includes cost oversight, compliance with contract documents, scope and schedule, schedule development and maintenance, preparation and packaging of project deliverables, coordination and facilitation of monthly status workshops, providing the project management systems and document control.
- **Specialty Services** at \$158,000 includes identification of park elements eligible for public/private funding, selection of funding consultants for each type of funding activity and development of funding programs. Consultants will be selected through a process that conforms with the City's proposal selection process. The selected consultants will be retained by the Design Studio. This section also includes development of phasing and cost schedules and assistance in the development of the operations and financial plans as requested in writing by the City.

Strategy and Communications

\$1,140,000

The Strategy and Communications Scope of Services, under the direction of Forde and Mollrich as the lead consultant, is comprised of three major categories.

- **Public Information** at \$419,000 includes management of an ongoing press relations program to promote the Great Park as a project of local, national and international importance and to inform the public. Stories will be developed and presented to key local and national newspapers (defined as circulation of over 1,000,000), local and national television networks and radio. This scope item also includes the development of the content and artwork for the continuation of the quarterly Orange County Benchmark Reports, the Great Park Update Report for Irvine Residents a new report scheduled to go out 8 times a year, and brochures and fact sheets that are distributed at the Great Park Corporation, Irvine City Hall and other public places.
- **Community and Stakeholder Relations** at \$427,000 includes assisting the Design Team in making an estimated 200-300 individual and group meetings and presentations. Group presentations, for example, are anticipated to include interest groups, established stakeholder groups and coalitions, City Councils and other governmental organizations. It also includes developing presentation materials for Design Team and Great Park Board members, providing services to develop programs for various public events including the Great Park Anniversary Event, and groundbreaking events.
- **Marketing and Advertising** at \$64,000 provides for the development of a marketing and advertising plan for the Great Park Balloon as a centerpiece for weddings, corporate events, fundraisers and other special events. It also provides funding for the development of one 20-25 minute survey of Orange County residents to gauge reaction to the Great Park development process and to evaluate support for state and local proposals that may impact the Great Park.
- **Consulting Services** at \$230,000 includes assistance in planning strategies related to the design, development and operation of the Great Park. Services include creating and presenting strategies for working with non-profit organizations within the Great Park, providing analysis and counsel on public/private opportunities and ascertaining the impact and level of public input for the proposed amendment to the Development Agreement. This category also allows for assistance to the Great Park staff and City in competing aggressively for available public funding, and special projects.

Fees/Payments (Attachment I, Exhibit 2)

Fixed fees and fees paid on a Time and Materials basis, as outlined in the Scope of Services, are based on the level of employee performing the work, the time allocated, and the related deliverables. Rates for primary members of the Design

Studio Team (included as Exhibit 3 in Attachment I) are based on the rates and positions originally approved under the existing contract executed in April 2006 and escalated at a negotiated increase of 4%. Rates for sub-consultants were reviewed by staff, the City's outside consultant and Bovis/PBSJ for reasonableness in developing the overall fees. Fees are basically divided into two types and two categories:

Fee Types

- Fixed Fee – This component represents 90% of the authorized contract value for performance of the Scope of Services. The fixed fee is the proposed total price to be paid to the Design Studio for a defined task or deliverable. Payments are made based on the percent of work completed towards the final product. Each month, the progress is reviewed based on an interim deliverable or review by the City of the work product completed to date. At the 30%, 70% and 97% milestones, as defined in the Earned Value Schedule, must be met before any further payments are made. Certain Fixed-Fee Work identified as Allowance Tasks require written authorization of the Great Park CEO to proceed.
- Time and Materials - This component represents 10% of authorized contract value for performance of the Scope of Services. Under this method, the Design Studio has estimated the amount of hours and types of staff needed to complete the certain tasks as currently defined. The amount estimated is a not-to-exceed value, meaning that the cost will not increase beyond the quoted price unless the scope is modified or time needs to be extended for unforeseen events. Payments are made to the Design Studio under this method based on actual hours worked as supported by timesheets. Certain Time and Materials work identified as Allowance Tasks requires written authorization of the Great Park CEO to proceed.

Fee Categories

- Authorized at Contract Execution - This category represents 94% of the authorized contract value for performance of the Scope of Services. Work under this category may proceed upon contract execution with no further authorization by the City.
- Allowances - This category represents 6% of the authorized contract value for performance of the Scope of Services. Work under this category requires prior written authorization of the Great Park CEO to proceed.

Reimbursable Expenses at a total of \$1.4 million is the Design Studio's estimate of costs that will be incurred in performance of their work. These costs may include travel expenses, printing, postage, mailing, event booths and materials,

media sub-consultants and polling services. The Design Studio must submit invoices or other evidence of payment to receive reimbursement. In addition, all expenses must be in accordance with City procurement and expense policies. Staff, the City's outside consultant and Bovis/PBSJ have thoroughly reviewed and analyzed the fees proposed for the work and deliverables to be provided. Based on this review, the amounts provided are within industry standards and appropriate for the work effort.

Contingency

\$2,600,000

City staff and consultants have worked diligently with the Design Studio to establish a comprehensive scope of services and an accurate corresponding fee for such services. Despite such diligence, however, the unique nature and circumstances of the project may cause established costs to exceed the estimated amount. In addition, staff anticipates that additional funding may be needed to assure that the imagination and creativity can continue in line with the vision of the City Council to create the Great Park of the 21st Century. For this reason staff is proposing that a \$2.6 million total contingency be set aside for these potential costs. This contingency funding may be added to the Contract by the Great Park CEO in accordance with the provisions in Attachment II.

Funding Increase for Task 6 – Great Park Balloon Project

On December 14, 2006, the Great Park Board recommended, and on January 9, 2007, the City Council authorized \$3,695,000 for the Great Park Balloon Project. Included within the authorization was \$734,688 for the Great Park Design Studio to cover both "past costs" for preliminary siting studies for the balloon and remaining work efforts to finalize the site plan and develop the construction bid documents. The Design Studio indicated, in a letter dated, December 22, 2006 that they believed the past costs of \$369,872 could be accounted for within the existing contract budget and that only the future costs of \$364,816 needed to be funded. The total amount authorized by the Council was included in the Balloon Project Budget and, therefore, was available for all balloon-related expenses. Based on the Design Studio's letter, staff used the \$369,872 related to past costs to award the construction contract for the balloon. All authorized amounts were included in the total Balloon Project Budget and were therefore available for balloon related expenses. On June 6, 2007, the Design Studio sent a letter (Attachment III) stating that at the time they sent the memo indicating that they could include the past balloon costs into the existing contract tasks, they believed there were sufficient funds remaining. However, because the Master Plan approval process has extended beyond their original time schedule and involved a greater level of complexity than they originally assumed, they have determined that funds used for the balloon are now needed to complete the Master Plan effort. The Design Studio is therefore requesting that the \$369,872 be added back into their budget for the balloon project, thus releasing funds to complete

the deliverables for the existing contract. In order to accommodate this request, staff requests an authorization to increase the FY 2007-2008 budget for Task 6 – Great Park Balloon Project by \$369,872.

ALTERNATIVES CONSIDERED

Negotiation and development of the Contract and Scope of Services was performed based upon Board and City Council direction.

FINANCIAL IMPACT

The proposed actions, if approved, will increase the Orange County Great Park Corporation FY 2007-2008 Budget by \$30,269,872.

Report prepared by: Colleen Clark, Deputy CEO
Kurt Mowery, Manager of Finance
Glen Worthington, Manager of Planning
Christina Lo, Manager of Engineering
Craig Smith, Consultant to OCGP

Report reviewed by: Donna Brady, Nossaman, Guthner, Knox and Elliot,
LLP, Counsel to the OCGP
Phil Kohn, Rutan and Tucker, Counsel to the City of
Irvine
Sam Hout, Program Manager, Bovis/PBSJ

Attachments

- I – Contract Document Parts I and II
- II – Nature and Use of Contingency Fund
- III – Design Studio Letter of June 6, 2007
- IV - Orange County Great Park Corporation Resolution No. GPC 07-XX

**ORANGE COUNTY GREAT PARK CORPORATION
RESOLUTION NO. GPC 07- XX**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY GREAT PARK CORPORATION ADOPTING A BUDGET ADJUSTMENT FOR THE GREAT PARK DESIGN STUDIO CONTRACT FOR SCHEMATIC DESIGN AND RELATED SERVICES, AUTHORIZING A TRANSFER OF FUNDS, RESCINDING A PREVIOUS AUTHORIZATION FOR TASK 7 OF THE GREAT PARK DESIGN STUDIO CONTRACT, AND AUTHORIZING A BUDGET ADJUSTMENT FOR TASK 6 OF THE GREAT PARK BALLOON PROJECT

The Board of Directors of the ORANGE COUNTY GREAT PARK CORPORATION, a California nonprofit public benefit corporation, does hereby resolve: that the Fiscal Year 2007-08 budget is increased by the amount of \$29,900,000 for the Great Park Design Studio Contract for Schematic Design and Related Services, including contingency; that a transfer of \$29,900,000 from the Great Park Fund (180) to the Great Park Development Fund (286) to fund the contract and contingency is authorized; that previous funding authorized in the amount of \$2,208,039, for Task 7 of the Great Park Design Studio Contract, is rescinded; that the Fiscal Year 2007-08 budget is increased by an additional \$369,872 to provide funding for the Great Park Design Studio Contract -Task 6 - Great Park Balloon Project and; that staff is hereby directed to prepare a budget adjustment memorializing the Board's actions.

PASSED AND ADOPTED by the Directors of the Orange County Great Park Corporation at a regular meeting held on the 9th day of August 2007.

CHAIR, BOARD OF DIRECTORS

ATTEST:

Clerk of the Board

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
ORANGE COUNTY GREAT PARK CORPORATION)

I, Phillip Scollick, Interim Clerk of the Board of the Orange County Great Park Corporation ("Corporation"), do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Corporation held on the 9th day of August 2007 and carried by the following vote, to with:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

Interim Clerk of the Board
Orange County Great Park Corp.

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

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- 1.5 COMPENSATION**

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

AGREEMENT made as of the _____ day of _____ in the year 2007
(In words, indicate day, month and year)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Irvine
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575

and the Architect:
(Name, address and other information)

Great Park Design Studio
c/o Gafcon
701 B Street, Suite 1600
San Diego, CA 92101

For the following Project:
(Include detailed description of Project)

The Project is development of the Orange County Great Park (the "Great Park") on the former El Toro Marine Base located in the City of Irvine within the approximately 1150 acres area described in the Great Park Master Plan prepared by the Architect and submitted for review and approval to the Owner, as the same ultimately may be modified and

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approved by the Owner (the "Master Plan"). The preliminary Master Plan was presented on October 26, 2006. The Owner and the Architect acknowledge that the Master Plan is subject to change pending its approval by the Planning Commission of the City of Irvine expected in August, 2007. Accordingly, if in performance of its services hereunder prior to the Planning Commission's approval of the Master Plan the Architect identifies areas where there is risk in proceeding with such services due to the reasonable possibility of changes to the Master Plan prior to its approval, the Architect may request in writing that the Owner provide written guidance as to how to proceed in light of such possible change to the Master Plan.

The Owner and the Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§1.1.1.1 The Architect and the Orange County Great Park Corporation, a California non-profit public benefit corporation (the "Corporation") entered into an Agreement for Master Designer Services for the Great Park dated as of March 9, 2006 (the "Master Design Agreement").

§1.1.1.2 A Novation Agreement was entered into as of May 15, 2006 among the Corporation, the Owner and the Architect, pursuant to which the Corporation transferred all of its rights and duties under the Master Design Agreement to the Owner and the Architect accepted such transfer.

§1.1.1.3 On May 23, 2006, the Owner and the Architect entered into the First Amendment to the Master Design Agreement modifying the budget to reflect the approved scope of services for Tasks Two through Five to be performed by the Architect pursuant to the Master Design Agreement. Task 6 was added to the Master Design Agreement scope of services by authorization of the City Council of the City of Irvine ("City Council") on January 9, 2007, and the City Council authorized Task 7 to be added to the scope of services on May 8, 2007.

§1.1.1.4 The Architect has represented and warranted to the Owner that the work of Tasks One through Five of the Master Design Agreement, and Task 6 pursuant to the Contract Task Order for Task 6, will be completed, including all deliverables, within the not-to-exceed contract price (including the Unallocated Reserve) set forth in the Master Design Agreement and amendments. Task 7 will be deleted from the Scope of Services for the Master Design Agreement and incorporated into the Architect's services to be performed pursuant to this Agreement by the parties' execution and delivery of this Agreement.

§1.1.1.5 The Master Design Agreement contemplated extension of the Master Design Agreement to provide for continuation of the Architect's services, including performance of follow-on work to further progress the design of the Great Park. The Owner and the Architect have determined that it is in their mutual best interest to set forth the terms and conditions for performance of the Architect's services described in the Scope of Services attached hereto as **Exhibit 1** (including Appendices A through D thereto) (the "Services"), using this commonly accepted standard form of agreement for Architect's Services in the form of AIA Document B141- 1997, as modified herein.

For Purposes of this Agreement, the *Standard Form of Agreement Between the Owner and the Architect* and the *Standard Form of Architect's Services: Design and Contract Administration* shall be construed as one merged document.

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

The Owner's objective is to develop the Project in accordance with the Master Plan. The Owner's objective in entering into this Agreement is (i) to develop the Schematic Design for the

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Great Park as described the Scope of Services, (ii) to develop Construction Documents for early site delivery as described in **Section B.2** of the Scope of Services ("Early Site Delivery"), (iii) to develop Construction Documents for the Upper Wildlife Corridor from Borrego to Irvine Boulevard as described in the Scope of Services, (iv) to develop Construction Documents for the Aqua Chinon as described in the Scope of Services, and (v) to establish reasonable cost estimates for the Great Park features included in the Schematic Design. For purposes of this Agreement, "Schematic Design" means the design representing approximately thirty percent (30%) of final design that establishes the general scope and conceptual design of the Project, identifying the improvements and construction anticipated for the Project with sufficient detail so that a clear direction for subsequent phases can be determined. The Schematic Design establishes the conceptual design of the Project illustrating the scale and relationship of Great Park buildings, Great Park systems, Great Park Districts (as defined in the Scope of Services), Great Park features and other Project components. The "Schematic Design Documents" are the study models, perspective sketches, electronic modeling or combinations of these media that illustrate conceptual site plans, grading and park systems. Schematic Design Documents, as more particularly described in the Scope of Services, include a site plan, building plans with elevations and sections, perspective sketches, studies and study models, electronic visualization and a statistical summary of the design area and other characteristics in comparison to the program requirements, basis of design reports, sketches, design standards, PowerPoint presentations, and any other documents described as deliverables in the Scope of Services.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

The area of the Project shall be as identified in the approved Master Plan.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)
(Paragraphs deleted)

Not applicable.

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

The Schematic Design shall be based upon the Master Plan as ultimately approved by the City. The Architect is responsible for ascertaining the impact of all legal, regulatory and contractual restrictions on the Great Park that impact the Schematic Design of the Project and the Services to be provided pursuant to the Scope of Services, including but not limited to zoning, environmental (including the Navy's existing Remediation Program (hereinafter defined) and other legal restrictions, and developing the Schematic Design and other deliverables pursuant to the Scope of Services so that they are in compliance with all such legal, regulatory and contractual restrictions. Contractual restrictions as of the date of this Agreement include those certain Leases in Furtherance of Conveyance by and between the United States of America and Heritage Fields LLC, a Delaware limited liability company, for MCAS Parcels 1-4, each dated as

of July 12, 2005 collectively, (the "LIFOC"), those certain Quitclaim Deeds and Environmental Restrictions Pursuant to Civil Code Section 1471 from the United States of America to Heritage Fields, LLC, dated as of July 12, 2005, recorded as Document Nos. 2005000536288, 2005000536290, and 2005000536292 on July 12, 2005, in the Official Records of Orange County (collectively, the "Quitclaim Deeds"), the Development Agreement between Heritage Fields, LLC and the City of Irvine dated as of July 12, 2005, recorded as Document No. 200500053813604 in the Official Records of Orange County, and the Master Implementation Agreement between the City of Irvine and Heritage Fields, LLC dated as of June 27, 2006. The Owner shall notify the Architect if the Owner enters into any amendment of the foregoing contractual restrictions affecting design and development of the Great Park Schematic Design, or if the Owner enters into any new agreement that would have the effect of limiting or directing the Great Park Schematic Design. Other restrictions or limiting factors affecting the Great Park Schematic Design are set forth in the notebook entitled "Constraints and Opportunities" that was provided to the Architect in connection with the Request for Proposals for the Master Design Agreement and all the approved Subdivision Map approvals of the City with respect to the Heritage Fields Development and the Great Park. The Owner shall confer with the Architect in connection with the Owner's exercise of the Owner's discretionary approval rights pursuant to any agreements that have the effect of limiting or directing the Great Park Schematic Design. To the extent that the Architect requires guidance on the interpretation of any contractual restrictions on the Project or any other documents generated by or on behalf of the Owner that constitute a legal parameter for the Project, the Architect may submit its request for clarification or interpretation to the Owner in writing. The Owner shall provide a written response to the Architect's request for clarification or interpretation within 15 calendar days of the receipt of such request. The Architect shall be entitled to rely upon the written direction of the Owner's Designated Representative with respect to the proper interpretation of such legal parameter in connection with performance of the Services, or if such interpretation cannot be completed within such 15 calendar days period, the Owner shall within such 15 calendar days period provide a response confirming that the Owner is diligently reviewing the issue raised by the Architect and an expected date for the Owner's response. Such written interpretation of the Owner shall be used only for purposes of assisting the Architect in performing the Services, and shall not constitute a binding agreement of the Owner, nor evidence or precedent to be relied upon by the Architect or any third party or for any purpose other than specifically with respect to the performance of the Services. Variances from the Owner's existing design standards or other regulatory standards of any other governmental entity or regulatory body shall be considered by the Owner in its sole discretion and shall be proposed at the Architect's own risk. The Architect shall not be entitled to any price or schedule relief in the event that a change in design or other regulatory standards proposed by the Architect is pursued by the Architect and is not obtained, unless the Owner, in its sole discretion (i) has issued an Owner-Directed Change Order requiring the Architect to pursue approval of a change in the standard(s) or requirements applicable to the Great Park design, or (ii) following application from the Architect the Owner issues a Change Order allowing for reimbursement of expenditures previously made. The Navy's Remediation Program shall mean and include (i) the Marine Corps Air Station (MCAS) El Toro Environmental Baseline Survey dated August 1995, (ii) the Base Realignment and Closure Cleanup Plan for MCAS El Toro, CA dated March 1999, (iii) the Final Finding of Suitability to Transfer (Parcel IV and Portions of Parcels I, II, and III) Former MCAS El Toro, CA dated July 2004, (iv) the Final Finding of Suitability to Lease for Carve-outs Within Parcels I, II, and III Former MCAS El Toro, CA dated July 2004, and (v) the Final Finding of Suitability to Transfer #2 (Portions of Parcels II and III) Former MCAS El Toro, CA dated May 2005.

§ 1.1.2.5 The financial parameters are as follows.

.1 The Architect's Services include development of cost estimates and schedules for the Great Park features in the Schematic Design, the Early Site Delivery described in the Early Site Delivery Construction Documents, the Wildlife Corridor improvements described in the Wildlife Corridor Construction Documents and the Agua Chinon improvements described in the Agua Chinon Construction Documents. The Architect acknowledges that the Owner will establish a budget for the Cost of the Work for the Project. The Cost of the Work for any element of the Project includes the total cost to the Owner of all work designed or specified by the Architect, including alternates, fees and permits, construction testing included in the general conditions, an escalation allowance, a design contingency, and a construction contingency, and such other costs as are specified in **Section 1.3.1**. The Cost of the Work does not include payments to the Architect or its Subconsultants, financing costs, special district fees, or the Owner's administrative costs or other costs specified in **Section 1.3.1.3**.

.2 The Architect's initial estimated Cost of the Work for the Project is as described in [INSERT REFERENCE TO BUDGET PRESENTATION – TO BE SUPPLIED BY GAFCON]. The Architect shall review and refine the estimated Cost of the Work of the Project as a whole, and the estimated Cost of the Work for the Early Site Delivery Mass Grading, the Wildlife Corridor construction and the Agua Chinon construction in particular, and inform the Owner of such refinements on a continuous basis during the Performance Period.

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

The period of time between commencement of Services and completion of the Services is hereinafter referred to as the "Performance Period." Within 15 calendar days of this Agreement, the Architect shall submit for the Owner's approval the draft Baseline Schedule described in **Section 1.5.1.2.2** that shall assume a Performance Period duration of 12 months. The parties shall cooperate in working to agree on the Baseline Schedule within 15 calendar days of the Architect's submission of the draft for the Owner's approval. The Tasks and Deliverables identified in the Scope of Services shall be completed during the Performance Period in accordance with the Deliverable due dates and Major Milestone Dates set forth in the Baseline Schedule. See **Section 1.5** for detail regarding the process and requirements for the Architect to obtain the Owner's approval of Monthly Schedule Updates as part of the invoice and payment process.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

The Agreement does not contemplate the Architect's preparation of bid documents, except to the extent set forth in Appendix B of the Scope of Services with respect to preparation of the Early

Site Delivery mass grading Construction Documents, preparation of the Wildlife Corridor Construction Documents and preparation of the Agua Chino Construction Documents. The Architect shall prepare the plans and technical specifications for Early Site Delivery, the Wildlife Corridor and the Agua Chino construction described in the Scope of Services, to be incorporated by the Owner in competitive bid documents for such construction work. It is anticipated that the Owner will procure such construction in accordance with the Owner's standard procurement practices. The procurement method for other aspects of the Project shall be determined from time to time by the Owner in its discretion.

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

See Project description.

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Chief Executive Officer
Orange County Great Park Corporation
c/o City of Irvine
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

(List name, address and other information.)

Orange County Great Park Board of Directors, City Council of the City of Irvine and other regulatory agencies with jurisdiction over aspects of the Great Park, as appropriate to the particular Task, Deliverable or submittal.

§ 1.1.3.3 The Owner's other consultants and contractors are:

(List discipline and, if known, identify them by name and address.)

As determined by the Owner from time to time in its discretion.

§ 1.1.3.4 The Architect's Designated Representative is:

(List name, address and other information.)

Ken Smith
Ken Smith Landscape Architect, Inc.
79 Chambers St.
New York, New York 91007

and

Yehudi Gaffen
Gafcon
701 B. Street, Suite 1600
San Diego, CA 92101

The Owner shall be entitled to rely upon the direction of either of the Architect's Designated Representatives with respect to any matter arising under the Contract.

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

The Architect is responsible for retaining at the Architect's expense all subconsultants necessary to complete the Services.

The following subconsultants are designated as key subconsultants (the "Key Subconsultants") and the Architect shall not terminate the services of any Key Subconsultant or contract with another subconsultant for the performance of the services provided by the Key Subconsultant without the Owner's prior written approval.

Subconsultant Name	Subconsultant Functions
Ken Smith Landscape Architects, Inc.	Master Designer
Gafcon	Design Manager
Green Shield	Habitat/Ecology
Buro Happold	Sustainability/Structural
TEN Arquitectos	Bridge/Facilities Design
Mia Lehrer	Landscape Architecture
Fusco Engineering	Civil Engineering
Forde and Molrich	Outreach/Communications

The following principals and senior managers of the Architect are hereby designated as Key Personnel and may not be replaced or reassigned to other projects without the consent of the Owner: Ken Smith, Yehudi Gaffen and Ben Martin. Ken Smith shall on average throughout the Performance Period allocate not less than 40% of his professional time to performance of Services hereunder. Ken Smith agrees to attend the periodic meetings with the Owner's Representative described in **Section C.2.2** of Appendix C of the Scope of Services, the Major Milestone presentations to the Board and the City Council, and other scheduled presentations to the Board, the City of Irvine Planning Commission, and the City Council, and to be present in Irvine at such other times as may reasonably be requested by the Owner's Representative to the extent reasonably feasible given Ken Smith's other commitments and obligations. At each of the meetings described in **Section C.2.2** of Appendix C of the Scope of Services, the Architect shall provide the Owner with a schedule for the next 90 calendar days detailing the meetings that Ken Smith will attend and the time that Ken Smith is scheduled to be in the Irvine office of the Architect over such 90 calendar days period.

Should the services of any Key Subconsultant become no longer available to the Architect, the resume and qualifications of the proposed replacement shall be submitted to the Owner for approval as soon as possible, but in no event later than seven (7) calendar days prior to the

departure of the incumbent Key Subconsultant, unless the Architect is not provided with such notice by the departing Key Subconsultant. The Owner shall respond to the Architect within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

The Architect may engage such Subconsultants as the Architect deems necessary to complete the Services, provided, however, that the addition of any Subconsultant that would result in a change in the Project Schedule, or that would constitute a change in the Scope of Services, shall require the Owner's prior written authorization. Notwithstanding the foregoing, the Architect shall provide the Owner with prior written notice of the identity of all Subconsultants to be retained by the Architect for the Project, and the Architect shall refrain from retaining any Subconsultant whose participation the Owner determines would violate any official Owner policy.

The Architect shall be fully responsible and liable for services, products and actions of all Subconsultants of any tier, and shall include in each Subconsultant agreement any provisions necessary to make all the provisions of this Agreement fully effective, including but not limited to the stipulation that the Architect, not the Owner, is solely responsible for payment to the Subconsultant for the amounts owing and that the Subconsultant shall have no claim, and shall take no action, against the Owner for nonpayment by the Architect.

§ 1.1.4 Other important initial information is:

N/A

(Paragraphs deleted)

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Owner's Great Park project team, including but not limited to the Owner's staff, Corporation staff, the Architect and its Subconsultants, the Owner's other consultants and contractors, and Lennar Development Corporation ("Lennar"), including Heritage Fields El Toro, LLC ("HF").

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall endeavor to provide full information in a timely manner regarding any requirements for and limitations on the Scope of Services, including the Owner's objectives, schedule, constraints, and criteria as the same evolve during the Performance Period, including any agreements between the City and Lennar that impact upon the division of responsibilities for aspects of the Great Park design between the Owner and Lennar; provided, however, that neither the Architect's request for this information nor the Owner's provision of it shall be construed to create a duty on the part of the Owner to the Architect, the Architect's consultants, subconsultants, insurers, or any other person or entity to supplement, publish or distribute such information. Notwithstanding the foregoing, the Architect shall be entitled to rely upon the information provided by the Owner in the notebook entitled "Constraints and Opportunities," in connection with the Owner's Request for Proposals for the Master Design Agreement, Vesting Tentative Tract Map 17008 and the conditions appended thereto, the Development Agreement between HF and the Owner dated as of July 12, 2005, as it

may be amended from time to time, the Master Implementation Agreement between Lennar and the Owner dated as of June 27, 2006, as it may be amended from time to time, the Agreement Regarding Hardscape Recycling among HF, the Owner and the Corporation dated as of May 3, 2006, as it may be amended from time to time, and the Vendor Removal, Recycling & License Agreement proposed to be entered into by and between Lennar Communities, Inc. and Recycled Materials Company of California, Inc. The Owner shall endeavor to promptly provide a copy of any amendments to such agreements to the Architect that may be entered into by the Owner from and after the date hereof.

§ 1.2.2.2 With the assistance of the Architect, the Owner shall, at the 30%, 70% and 97% Major Milestones of the Services, and periodically as reasonably necessary, update the budget for the Great Park Project.

§ 1.2.2.3 The Owner's Designated Representative identified in **Section 1.1.3** shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall endeavor to render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's Services. The Owner may change the Owner's Designated Representative at any time in its sole discretion and will provide notice of such change to the Architect.

§ 1.2.2.4 With respect to the issuance of required City of Irvine permits or approvals for Great Park development, the Owner shall reasonably consider the Architect's suggestions for use of new, innovative technical ideas or solutions and support for variance from City standards to accommodate such new and innovative technical ideas or solutions; provided, however, that such reasonable consideration shall not be deemed to obligate the Owner to approve or adopt such proposed variances or modified standards, which determination shall be made in Owner's sole discretion.

§ 1.2.2.5 Unless otherwise provided in this Agreement as it may be amended or supplemented or required to be furnished by the Architect pursuant to the Scope of Services (including but not limited to the human risk assessment required by **Section B.2.2.2** of Appendix B of the Scope of Services, soil sampling required by **Section B.2.2.5** of Appendix B of the Scope of Services, performance of due diligence as part of the Architect's design process including soil sampling, assessment of impacts of the design on existing above and underground infrastructure, liability issues and Navy LIFO and Quitclaim Deed restrictions) the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for Hazardous Materials. In the event the Architect discovers circumstances in the course of the performance of the Architect's Services under this Agreement that are not disclosed by the documents referenced in **Sections 1.1.2.4** and **1.2.2.1**, or the Navy's Remediation Program, which in the Architect's professional judgment warrant additional testing by the Owner that is not included in the Scope of Services, the Architect shall notify the Owner of such determination as soon as reasonably practical. Should such testing reveal conditions that require a redesign of the Project or the consideration of alternative design solutions, the Architect shall provide the Owner with a preliminary estimate of the potentially available design solutions and costs to redesign the Project or generate alternative design solutions. The Owner may elect to prepare an Owner-Directed Change of Services for such additional work in accordance with the provisions of

Section 1.3.3.1. The Owner shall not be responsible for cost to redesign the Project if the condition requiring the redesign is disclosed by or reasonably inferable from the LIFOC, the Quitclaim Deeds, the Navy's Remediation Program, or other documents referenced in **Sections 1.1.2.4 and 1.2.2.1**. If the Owner elects not to perform such additional testing, then unless the Owner directs the Architect to suspend the Services or otherwise modify the design to avoid the potential condition requiring additional testing, the Architect shall be entitled to proceed with the design of the Project without regard to such circumstances and the Architect shall not be responsible for the consequences of the Owner's election not to perform such additional testing or the existence of such circumstances and the Owner shall indemnify and hold the Architect harmless from and against any claim, loss, liability, damage or expense, including reasonable attorneys' fees, sustained or incurred by the Architect, to the extent that such claim, loss, liability, damage, or expense results from the failure to undertake the additional testing; provided, however, the Owner shall in no event release, indemnify, and/or hold the Architect harmless if the claim, loss, liability, damage or expense results in whole or in part from the Architect's negligence or willful misconduct. For purposes of this Agreement, "Hazardous Materials" shall mean (i) any chemical, material or substance at any time defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "radioactive waste", "bio-hazardous waste", "pollutant", "toxic pollutant", "contaminant", "restricted hazardous waste", "infectious waste", "toxic substance", or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP" toxicity" or "EP toxicity" or words of similar import under any applicable environmental laws); (ii) any oil, petroleum, petroleum fraction or petroleum derived substance; (iii) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (iv) any flammable substances or explosives; (v) any radioactive materials; (vi) any asbestos-containing materials; (vii) urea formaldehyde foam insulation; (viii) electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls; (ix) pesticides; and (x) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental entity or which may or could pose a hazard to the health and safety of the owners, operators, users or any persons in the vicinity of the Project or to the indoor or outdoor environment.

§ 1.2.2.6 Unless otherwise provided in this Agreement or required to be furnished by the Architect pursuant to the Scope of Services, the Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. However, to the extent that those services are required to prevent or mitigate the potential harm from the Architect's failure to perform an obligation of the Architect, such as to prevent the lapse of the Architect's required insurance coverage, or to preserve a copyright in or to prevent the unauthorized use of the Work Product, the Owner may deduct the cost of such services from the first fees subsequently due to the Architect, provided that to the extent reasonably feasible, the Owner shall give the Architect at least 30 calendar days prior written notice of circumstances giving rise to the Owner's incurrence of costs at the Architect's expense and the expected amount of such costs, including a statement describing the costs in reasonable detail, and a reasonable opportunity to cure such failure to perform and avoid the Owner's incurrence of costs at the Architect's expense. The Architect shall have 30 calendar days from receipt of such notice to cure such error, omission,

inconsistency or untimeliness, or if a cure is not feasible within such 10 calendar days period, to commence such cure and diligently pursue the cure to completion.

§ 1.2.2.7 [Intentionally Omitted.]

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The Services performed by the Architect, the Architect's employees and the Architect's Subconsultants shall include all activities, Tasks and Deliverables described in the Scope of Services and all obligations of the Architect pursuant to this Agreement. In addition to such Services, the Owner may from time to time to request the Architect to perform services hereunder related to the Project but not included in the Scope of Services, and shall have the right to issue, in its sole discretion, one or more Owner-Directed Changes in accordance with the procedure for Owner-Directed Changes in **Section 1.3.3** of this Agreement. All activities, Tasks, Deliverables and other Services described in the Scope of Services, together with any services added to the Scope of Services pursuant to an Owner-Directed Change, are hereinafter collectively referred to as the "Services." With respect to speaking engagements, presentations and press opportunities, the Architect agrees that the Architect's Subconsultant for Strategy and Communications (Appendix D of the Scope of Services) shall be responsible for allocating the level of effort for such activities identified in the Scope of Services for each Subconsultant to appropriate opportunities. No hours for such activities in excess of the specified level of effort in the Scope of Services shall be entitled to compensation under this Agreement unless a written Change Order is issued by the Owner, in the Owner's sole and absolute discretion.

§ 1.2.3.2 The Architect's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and that degree of skill normally exercised by design professionals performing services of a similar nature. Time limits established by the Project Schedule shall not, except for reasonable cause, be exceeded by the Architect or the Owner. If any dates in the Project Schedule are missed or delayed for a reason other than an Owner-Caused Delay (hereinafter defined), the Architect shall take all measures necessary to bring the Services into compliance with the Project Schedule at the Architect's sole cost and expense. This paragraph does not pertain to delays to the referenced schedule which are the responsibility of the Owner ("Owner-Caused Delays"). Delays resulting from inability to obtain requisite governmental approval of any variances from or modifications to then-current standards applicable to the Project shall not be considered Owner-Caused Delays. For purposes of this Agreement, "Owner-Caused Delays" shall mean any delay that is not concurrent with any other delay that is not grounds for extension of a Milestone Date hereunder, arising from the following matters and no others: (a) Owner-Directed Changes; (b) failure or inability of the Owner, through no fault of the Architect, to obtain any required City Council or Corporation Board approval on or before the date scheduled for such approval in the then current Project Schedule to allow commencement of work on any Task specified in the then current Project Schedule as requiring such approval, and (c) failure or inability of the Owner, through no fault of the Architect, to provide responses to submittals for which approval or acceptance by the Owner is required to keep the Services on schedule, within the time required for response indicated in the then current Project Schedule. Owner -Caused Delays shall not include the time necessary for the Architect to respond to comments on the submittals, nor shall it include any time necessary to redesign the Project or elements thereof based upon inability to obtain required third party approvals. Notwithstanding the foregoing, the Architect shall be entitled to a reasonable extension of time commensurate with delay caused by inability to obtain required third party

regulatory approvals in the ordinary course of business through no fault of the Architect, provided that such request for approval is not based upon a request for any variance from or modifications to then-current standards applicable to the Project or a request to approve the location of a Great Park feature in a LIFOC area or any other area restricted by the Navy's Remediation Program.

§ 1.2.3.3 The Architect shall provide the Owner and the Owner's designees with a draft of all Deliverables identified in the Scope of Services and an opportunity to review and comment on the same within the time frames and in accordance with the procedure to be set forth in the Project Management Plan.

§ 1.2.3.4 The Architect shall accomplish the Services required under **Section B.2** and **B.3** of the Scope of Services (subject to the Owner's issuance of any required authorization to proceed with Allowance work as hereinafter defined) so as to permit the award of a contract for the Early Site Delivery (as defined in **Section B.2.1** of Appendix B of the Scope of Services), the Wildlife Corridor (as defined in **Section B.2.3.1** of Appendix B of the Scope of Services) and the Agua Chionon construction (as defined in **Section B.3.2.1** of Appendix B of the Scope of Services), respectively, at prices that do not exceed the Cost of the Work estimated by the Architect at the completion of the Construction Documents for each such Project element and approved by the Owner. With respect to each of the foregoing sets of Construction Documents prepared by the Architect, if at least three qualified bids or proposals are received for the relevant Project element construction contract, and all of such qualified bids or proposals for the relevant Project element construction contract exceed the estimated Cost of the Work for such Project element by ten percent (10%) or more, the Owner may elect to:

- .1 give written approval of an increase in the budget for the Cost of the Work for such construction project;
- .2 require the Architect, at no additional cost or expense to the Owner, to revise the Construction Documents, rebid the construction contract and perform all other services again as necessary to finally produce a contract with a responsible contractor and for a cost that does not exceed the Owner's budget amount for such construction project by more than ten percent (10%); or
- .3 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

However, the Architect shall not be required to perform such additional services at no cost to the Owner if the unfavorable bids or proposals are the result of conditions beyond its reasonable control, such as a change in market conditions between the date of the Architect's estimate and the required date for submittal of bids. If the Architect prepares Construction Documents for any part of the Project and if bidding has not commenced within 90 days after the Architect submits the 100% complete Construction Documents for such part of the Project to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry between the date that the Construction Documents are submitted and the date on which bids or proposals are sought.

§ 1.2.3.5 The Architect's Designated Representative identified in **Section 1.1.3** shall be authorized to act on the Architect's behalf with respect to the Project and the Services.

§ 1.2.3.6 The Architect shall not knowingly or negligently communicate or disclose at any time to any person or entity any information provided by the Owner in connection with the Project or the Services, or any Work Product, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of the Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Architect, or (iv) as may be required to perform the Services or by any applicable law, including such as may be required to be disclosed to the Architect's Subconsultants, attorneys and accountants. The Architect, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, or other documents furnished by the Owner to the Architect. The Architect shall cause all Subconsultants or any other person or entity performing any services, or furnishing any materials or equipment, for the performance of Services under this Agreement to agree to comply with the terms of this **Section 1.2.3.6**.

No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by the Architect to any other person or agency except after prior written approval by the Owner, except as necessary for the performance of Services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by the Owner unless otherwise agreed to by the Architect and the Owner. The Architect shall not use the Owner's or the Corporation's name, photographs of the Project, artistic representations of the designs of the Project or any other publicity pertaining to the Project in any promotional or professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of the Owner, which shall not be unreasonably withheld; provided, however, that the Architect may use renderings for its own resume and promotional purposes if there is no information that would suggest that such use constitutes an endorsement by the Owner. The Owner shall respond to the Architect's written request for consent to use photographs of the Project, artistic representations of the designs of the Project or any other publicity pertaining to the Project in such manner within 30 calendar days of the Owner's receipt of such request. The Owner's failure to respond to any such request within the 30 calendar-day period shall be deemed the Owner's consent to such use. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project as and in the manner the Owner reasonably deems appropriate.

The confidentiality obligation set forth in this **Section 1.2.3.6** shall survive the expiration or earlier termination of this Agreement.

§ 1.2.3.7 The Architect (including the Architect's Representatives and the Key Subconsultants) shall not engage in any activity, or accept any employment, interest or contribution, which could create an appearance of impropriety of business affairs or that would reasonably appear to compromise the Architect's professional judgment with respect to the Project.

§ 1.2.3.7.1 No officer, official, employee, agent, representative or volunteer of Owner shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or City statute, ordinance or regulation. Architect shall not employ any such person while this Agreement is in effect.

§ 1.2.3.7.2 Architect represents, warrants and covenants that it presently has no interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Architect's obligations and responsibilities under this Agreement. Architect further agrees that while this Agreement is in effect, Architect shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Architect's obligations and responsibilities under this Agreement.

§ 1.2.3.7.3 Architect acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 et seq.), Architect or Owner may determine Architect to be a "Consultant" as that term is defined by the Act. In the event Architect or Owner makes such a determination, Architect agrees to complete and file a "Statement of Economic Interest" with the Clerk of the Board or City Clerk to disclose such financial interests as required by Owner. In such event, Architect further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by Owner.

§ 1.2.3.8 The Architect shall review laws, codes, and regulations applicable to the Architect's Services, and shall keep itself fully informed of all state and federal laws and county and city ordinances and regulations, whether currently in force or as may be amended or adopted during the Performance Period, which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. The Architect shall report to the Owner the results of this review and shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of Services performed by or on behalf of the Architect. The Deliverables shall conform to all applicable requirements and standards imposed by governmental authorities having jurisdiction over the Project; or obtain a variance from any requirement or standard to which a Deliverable does not conform, authorizing the manner in which such Deliverable fails to comply with an applicable governmental regulation or standard. The Architect shall not be entitled to any price or schedule relief in the event that the Architect elects to pursue a variance from an applicable governmental regulation or standard.

§ 1.2.3.9 The Architect shall review information provided by the Owner for the completeness necessary to the performance of the Architect's Services. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such Services or information.

§ 1.2.3.10 All design and engineering work furnished by the Architect shall be performed by or under the supervision of persons licensed to practice architecture, landscape architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally 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. The Architect shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of its Services. The Architect shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by

law and arise from or are necessary for the Architect's performance of the Services, and shall indemnify, defend, and hold harmless the Owner against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against the Owner thereunder.

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

§ 1.2.3.12 The Architect agrees that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with the level of professional skill and care ordinarily used by members of the design profession practicing under similar conditions at the same time and general locality, and that all goods, materials, equipment or personal property included within the Services herein shall be of good quality, free of defects and fit for the purpose intended. Notwithstanding the preceding sentence, if this Agreement establishes a specific performance standard for any aspect of the Services, the Architect's Services shall be performed to achieve such standards. In performing the Services, the Architect shall keep in mind funding limitations on construction of the Project, and shall produce a Schematic Design that will address funding limitations.

§ 1.2.3.13 The Architect covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, gender, sexual orientation, marital status, national origin, or ancestry, in the performance of this Agreement. The Architect further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

§ 1.2.3.14 Architect shall comply with Owner's standards for CAD file submittal for maps, grading plans and other improvements and with the Owner's requirements for submittal of original graphic files to the Owner's Geographic Information System (GIS).

§ 1.2.3.15 LIVING WAGE ORDINANCE

§ 1.2.3.15.1 Architect shall comply with Owner the Living Wage Ordinance adopted by Owner (the "Ordinance") set forth in **Appendix A**. Architect shall require that any Subcontractor(s) performing work on the Contract shall also comply with the requirements of the Ordinance. The current living wage and benefit factor rates are posted on the Owner's website at www.cityofirvine.org.

§ 1.2.3.15.2 Architect shall submit a completed Declaration of Compliance Form in the form attached hereto as **Appendix B** concurrent with execution of this Agreement. The following

AIA Document B141™ - 1997 Part 1. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:35:05 on 08/02/2007 under Order No.1000259940_1 which expires on 9/20/2007, and is not for resale.

User Notes:

(474267591)

Living Wage Ordinance information documents are also attached hereto and incorporated herein: Living Wage Guide (**Appendix C**); Living Wage Comparable Benefits Summary (**Appendix D**); the required Notice to Employees (Contractor Responsibility/Employee Rights) (**Appendix E**); and the required Earned Income Tax Credit (EITC) posting (**Appendix F**).

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost of any element of the Project for which the Architect prepares Construction Documents, or, to the extent any element of the Project for which the Architect prepares Construction Documents is not completed, the estimated cost to the Owner, of the construction contract for such element(s) of the Project.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials, escalation, permits and fees furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate general contractor, plus a reasonable allowance for their overhead and profit.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 The Architect agrees that any drawings, specifications and other documents, including those in electronic form (collectively "Instruments of Service") and models, renderings, maps, written information, reports, studies, textual materials, flow charts, diagrams and other materials, including those in electronic form, developed for and to be furnished to the Owner or anyone in connection with this Agreement by or on behalf of the Architect, or by any consultants, contractors, or others retained by the Architect, and all modifications made by the Architect to any documents supplied by the Owner to the Architect, and all inventions, ideas, discoveries, improvements, copyrights and patents, but not including the Architect's underlying materials, software (except as may be purchased at the Owner's cost for the Architect's performance of the Services), or know-how (collectively with the Instruments of Service, the "Work Product") shall be the sole and exclusive property of the Owner. The Work Product shall be deemed works made for hire and all rights in copyright therein shall be retained by the Owner, whether or not the Project is completed. The Architect shall not be entitled to make any use of any of the Work Product whatsoever except as may be expressly permitted in or required by this Agreement. The Architect shall deliver such Work Product (including those of persons engaged for special and consulting services) to the Owner at the expiration or earlier termination of this Agreement or otherwise within 14 calendar days of written request of the Owner. Copies may be made for the Architect's records but shall not be furnished to others without written authorization from the Owner. The Architect agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any Work Product developed in connection with or resulting from the performance of the Architect's Services. The Architect, in consideration of Owner's execution of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby irrevocably grants, assigns, and transfers to the Owner all of the Architect's right, title, and interest of any kind in and to the Work Product and the copyright thereof, and in all renewals and extensions of

the copyright that may be secured now or hereafter in force and effect in the United States of America or in any other country or countries. The Architect further understands and agrees that full disclosure of all Work Product shall be made to the Owner, and that the Architect shall do all things necessary and proper to perfect and maintain ownership of Work Product by the Owner.

The Owner may use all Work Product in whole or in part or in modified form in connection with this Agreement or otherwise as it shall determine in its discretion, without further employment of, or additional compensation to, the Architect or any consultants or Subconsultants retained by the Architect. If (1) such Work Product (excluding completed Construction Documents delivered by the Architect) is utilized by the Owner subsequent to the termination of the Architect's Services under this Agreement for Owner's convenience, or (2) if such Work Product consists of completed Construction Documents delivered by the Architect that are modified by the Owner in any respect subsequent to the Owner's termination of this Agreement for convenience, the Owner shall release, indemnify and hold the Architect harmless from and against any claim, loss, liability, damage, or expense, including reasonable attorneys' fees, sustained or incurred by the Architect, to the extent that such claim, loss, liability, damage, or expense results from Owner's use of the Work Product without the Architect's involvement. Notwithstanding anything to the contrary contained in this section, the Owner shall in no event release, indemnify, and/or hold the Architect harmless if the claim, loss, liability, damage, or expense results in whole or in part from the failure of the Architect (or anyone for whom the Architect may be liable under this Agreement) to comply with this Agreement in the preparation or publication of the applicable Work Product. The Architect agrees to include in all of its contracts with architects, engineers and other consultants or contractors a provision incorporating this section.

The Architect warrants that title to Work Product conveyed to the Owner shall be delivered free and clear of all claims, liens, charges, encumbrances or security interests. The Architect agrees to execute any documents reasonably requested by the Owner in connection with the registration of patent and/or copyrights or any other statutory protection in such Work Product. All Work Product provided to the Owner shall be marked as follows:

© 20__ by [Owner's name]
All rights reserved

Notwithstanding the foregoing, the parties acknowledge that in performing the Services, the Architect may develop certain inventions, ideas, discoveries and improvements that are not developed exclusively with funding from the Great Park project, are not uniquely concerned with the Great Park, and are useful for general applications other than the Great Park (an "Architect Development"). Architect Developments shall be the sole and exclusive property of the Architect provided, however, that the Owner shall have an irrevocable, nonexclusive, fully paid up, perpetual right and license to use any such Architect Development, including the right to assign such license. The Architect shall promptly notify the Owner in writing of any development that it considers to be an Architect Development. The Owner shall notify the Architect in writing within 90 calendar days of any objection that the Owner may have to classification of the development as an Architect Development.

If this Agreement is terminated for convenience by the Owner, then the Owner shall not be entitled to use the Architect's name with respect to any use of the Work Product without the

Architect's prior written approval except as may be required in connection with any application or filing for Project approvals that require identification of the Architect.

(Paragraphs deleted)

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 The Owner 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 (an "Owner-Directed Change"). Owner-Directed Changes 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 as agreed upon by the parties. Each Owner-Directed Change shall specifically define the scope of services to be performed thereunder, shall specify how payment will be made, and shall include any other necessary information. Examples of items subject to Owner-Directed Changes include special presentations and special site visits in excess of the level of effort specified in the Scope of Services. No such extra work shall be undertaken unless a written order is first given by the Owner to the Architect, incorporating therein any adjustment in (i) the Contract Price, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Architect. It is expressly understood by the Architect that the provisions of this **Section 1.3.3.1** shall not apply to Services specifically set forth in the Scope of Services or reasonably contemplated therein. The Architect 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 the Architect anticipates and that the Architect shall not be entitled to additional compensation or time therefore, 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 Materials within the LIFOC areas or such physical conditions as may be disclosed by or reasonably inferable from the contractual restrictions imposed by the Quitclaim Deeds, the LIFOC or the Navy's Remediation Program) 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 the Architect had no actual knowledge of such condition as of the date of the parties' execution of this Agreement 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 performing the Services, including review of all information supplied by Owner pursuant to **Section 1.2.2.1** of this Agreement. If any such Owner-Directed Change causes an increase or decrease in the price of this Agreement or in the time required for performance, the Architect shall promptly notify the Owner thereof and assert its claim for adjustment within 10 calendar days after the change or work suspension is ordered, or as soon as reasonably practicable if the necessity for such adjustment arises out of the cumulative effect of the change relative to other uncompensated changes previously directed by the Owner, and an equitable adjustment shall be negotiated and issued as a Contract Change Order. However, nothing in this clause shall excuse the Architect from proceeding immediately with the Agreement as changed.

§ 1.3.3.2 In addition to any Owner-Directed Change, a Change in Services of the Architect, including services required of the Architect's Subconsultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, or if the Architect's Services are affected as described in **Section 1.3.3.3**. The Architect shall notify the Owner in writing within ten calendar days of the Architect's determination that

Changes in Services are needed and justified. The Architect shall indicate in that notice (a) the scope of the change, (b) the reason for the change, (c) the party, if any, whose acts or omissions the Architect believes resulted in the proposed change, (d) the estimated financial and schedule impacts of the change, and (e) a definitive statement of fees due the Architect for professional services and expenses related to such change. In addition to any other remedies available to the Owner under this Agreement or under law, to the degree that the change was the result, in whole or in part, of error, omission, inconsistency, or lack of clarity in the Architect's performance of the Services or was otherwise avoidable by full performance by the Architect, the services required to implement the changes shall be performed by the Architect and its Subconsultants at no cost to the Owner. Absent such written notification and agreement, the Owner shall have no obligation to pay for those services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall notify the Architect of the Owner's determination within 10 calendar days of the Architect's request, and the Architect shall have no obligation to provide those services. Notwithstanding anything to the contrary in this Agreement, in no event shall the Owner be responsible to pay, and the Architect shall not be entitled to an adjustment in compensation and any Reimbursable Expenses for any Change in Services to the extent such services were required due to the negligent acts, errors, or omissions of the Architect, its agents, employees, or consultants or to the extent otherwise due to the Architect's failure to perform in accordance with the terms of this Agreement.

§ 1.3.3.3 Except as otherwise provided herein, if the circumstances described in this **Section 1.3.3.3** that are not reasonably within the scope of this Agreement result in an increase in the scope of the Architect's services that materially increases the Architect's level of effort or results in unavoidable schedule delay that cannot reasonably be avoided by reprioritization of activities, subject to the giving of the notice required in **Section 1.3.3.2**, the Architect shall be entitled to a reasonable and appropriate adjustment in schedule and/or compensation. The Architect shall not be compensated for services related to mediation, arbitration, or litigation in which the Architect is a party. Notwithstanding the foregoing, the Architect acknowledges that the Services to be provided pursuant to the Scope of Services involve an iterative and collaborative process with the Owner, the Corporation, Lennar, and the representatives, employees and consultants of each of them. Pursuant to the Scope of Services, the Architect may submit drafts of the Architect's Tasks and Deliverables for review by the Owner, and may make presentations to the Corporation's Board of Directors and the City Council, that result in suggestions and requests to modify the Work Product and/or the direction in which the Architect is proceeding. Notwithstanding anything herein to the contrary, any such request or direction that is consistent with the Master Plan and is given with respect to any particular Task, Deliverable or other component of the work product at a point prior to a Major Milestone Point identified in the Project Schedule with respect to the affected component of the Services, or official action of the City Council directing the Architect to proceed in a specified manner upon which the Architect is entitled to rely, shall not entitle the Architect to any adjustment in schedule and/or compensation, nor shall the Architect be entitled to an adjustment in schedule and/or compensation for any such request or direction given after the Major Decision Point if the delay was not an Owner-caused Delay. The occurrence of a Major Decision Point shall be documented by the Architect's request and the Owner's issuance of the following Notice:

NOTICE OF APPROVAL AND AUTHORIZATION TO PROCEED

The undersigned, as agent for the Owner, hereby approves the following documents; (list drawing numbers and dates, and specifications, if any.) The Architect is hereby authorized and directed to proceed to the [identify next level of performance] of the Services. Any subsequent Owner-Directed Changes that materially deviate from this approval shall be subject to a Change Order pursuant to **Section 1.3.3** of this Agreement.

Owner: _____

Date of Approval: _____]

Subject to the foregoing, the following circumstances affecting the Architect's services for the Project shall entitle the Architect to an appropriate adjustment in the Architect's schedule and compensation: *

- (a) change in instructions or approvals given by the Owner after a Major Decision Point, or change in instruction or approvals given by official action of the City Council taken at a noticed public meeting, that necessitate substantial revisions in Instruments of Service, except those logically inferable from and consistent with Project objectives and Project processes set forth herein, specifically including the limits on the Cost of the Work;
- (b) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of

(Paragraphs deleted)

Service, after completion of the Construction Documents by the Architect and the submission for all required permits for construction of the Project;

- (c) Owner-Caused Delays resulting in significant delays to the Architect's efforts and significant extra cost to the Architect (in amounts in excess of those described in the first sentence of this **Section 1.3.3.3**);

§ 1.3.4 INFORMAL DISPUTE RESOLUTION, MEDIATION, ARBITRATION AND JUDICIAL REFERENCE

§ 1.3.4.1 Informal Dispute Resolution. Except as otherwise provided in this Agreement, if the Architect objects to any decision, position or direction of Owner under this Agreement, the Architect shall submit its objection, in writing, to the Corporation's Chief Executive Officer ("CEO"). The objection shall be submitted as soon as reasonably practicable but in any event within 30 calendar days following the date on which the Architect first becomes aware of the decision, position or direction of Corporation to which it objects provided, however, that the Architect may notify the Owner of its objection within 45 calendar days of first becoming aware of the decision, position or direction to which it objects if such additional delay in providing the notice is required due to the Architect's ongoing attempts in good faith to resolve its objection and does not prejudice the Owner or risk delay or additional cost to the Project. No evidentiary hearing or oral argument shall be provided. The CEO shall consider any material submitted by the Architect, as well as any material submitted by any representative of the Owner, and, as soon as reasonably practicable but in any event within 30 calendar days following submittal of the Architect's objection, shall issue a decision, in writing, and mail or otherwise furnish a copy thereof to the Architect. The CEO's failure to issue a decision within the time provided by this

paragraph shall be deemed a decision denying the Architect's objection. In such event, the Architect may submit the matter to mediation pursuant to **Section 1.3.4.2**.

§ 1.3.4.2 Mediation. Either party may submit any claim, dispute, controversy or matter arising with respect to this Agreement to mediation pursuant to this **Section 1.3.4.2**. Disputes, differences of opinion or controversies arising between the Owner and the Architect with respect to the aesthetics of the design of the Great Park, standards applicable to Great Park, consistency of work product with the Master Plan, the City of Irvine's design standards and review and approval of work product as a regulatory authority as opposed to determination of such work product's compliance with the Scope of Services, or other issues pertaining to direction of the Project, are policy issues that shall not be construed to be issues arising under and with respect to this Agreement, and nothing herein shall be deemed to negate or limit the Owner's sole and exclusive discretion with respect to such matters.

§ 1.3.4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Owner and the Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement. The parties shall in good faith attempt to agree on the selection of a mediator. However, in the event the parties cannot agree on the selection of a mediator, the matter will be submitted to mediation with the American Arbitration Association ("AAA"). The request may be made concurrently with the filing of a demand for arbitration pursuant to **Section 1.3.4.3.1** but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 calendar days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The Architect shall require a similar agreement from all of its Subconsultants.

§ 1.3.4.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Orange County, California. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.4.3 Arbitration. Any claim, dispute or other matter in question arising out of or related to this Agreement involving amounts of less than One Million Dollars (\$1,000,000) shall be subject to arbitration in accordance with the rules of the AAA currently in effect, as modified herein, unless the parties mutually agree otherwise. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with **Section 1.3.4.2**. Claims, disputes, and other matters in question involving amounts of One Million Dollars (\$1,000,000.00) or more may be submitted to arbitration only with both parties' written consent. The Owner, the Architect, the Program Manager, the Contractor, Consultants and Material Suppliers who have an interest in the dispute shall be joined as parties to the arbitration. The Owner's contract with the Contractor, the Architect's contracts with consultants, and the Contractor's contract with Subcontractors and Material Suppliers shall require such joinder. The arbitrator shall have the authority to decide all issues between the parties. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Owner-Architect, Owner-Contractor, or Owner-Program Manager Agreements shall be specifically enforceable under prevailing arbitration law. The award rendered by the arbitrator shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.4.3.1 Notice of the demand for arbitration shall be filed in writing with the other party to the arbitration and with the AAA. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.4.3.2 The Architect waives all objections to joinder of the Architect as a party to any mediation, arbitration, or litigation related to this Project in which the Owner is joined or is otherwise positioned as a party and in which the Architect's conduct or performance of Services is in any way relevant to the subject of the dispute. The Architect and the Owner agree to prepare or modify all documents used or prepared by the Architect for this Project to reflect this waiver.

§ 1.3.4.3.3 Unless otherwise agreed in writing, all parties shall carry on the work and perform their duties during any arbitration proceedings, and the Owner shall continue to make undisputed payments as required by the Agreement.

§ 1.3.4.3.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.4.3.5 In addition to the other rules of the AAA applicable to any arbitration hereunder, the following shall apply:

§ 1.3.4.3.5.1 Promptly upon the filing of the arbitration, each party shall be required to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law.

§ 1.3.4.3.5.2 All parties to the arbitration shall be entitled to the discovery procedures and to the scope of discovery applicable to civil actions under California law, including the provisions of the Civil Practice Act and California Court Rules applicable to discovery. Such discovery shall be noticed, sought, and governed by those provisions of California law.

§ 1.3.4.3.5.3 The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

§ 1.3.4.3.5.4 These additional rules shall be implemented and applied by the arbitrator(s)

§ 1.3.4.4 Judicial Reference of Disputes Exceeding \$1,000,000.00. The following dispute resolution provisions shall apply with respect to all disputes involving in excess of \$1,000,000 not resolved by the Parties or mediation. All such disputes shall be heard and determined by a referee pursuant to California Code of Civil Procedure Section 638, and shall be tried and decided strictly in accordance with the terms and conditions of the Contract Documents. The venue of any proceeding under this Contract shall be in Orange County, California (the "County"), unless changed by the judicial officer.

§ 1.3.4.4.1 In the event of a dispute in excess of \$1,000,000 that the parties are unable to resolve themselves or through mediation, either party may file in court and serve on the other party a complaint describing the matters in dispute. Service of the complaint shall be as prescribed by law. At any time after service of the complaint, either party may request the designation of a referee to try the dispute. Thereafter the parties shall use their best efforts to agree upon the selection of a referee. If the parties are unable to agree upon a referee within ten days after a written request to do so by any party, then either party may petition the presiding judge of the Orange County Superior Court to appoint a referee. The presiding judge shall have the power to assign such request to such judge of the Orange County Superior Court as the presiding judge deems appropriate. For the guidance of the judge making the appointment of such referee, the parties agree that the person so appointed shall be a lawyer experienced in the subject matter of the dispute or a retired judge.

§ 1.3.4.4.2 The provisions of California Code of Civil Procedure, sections 640, 642, 643, 644 and 645 shall be applicable to dispute resolution by a referee hereunder. In an effort to clarify and amplify the provisions of California Code of Civil Procedure, sections 644 and 645, the parties agree that the referee shall decide issues of fact and law submitted by the parties for decision in the same manner as required for a trial by court as set forth in California Code of Civil Procedure, sections 631.8 and 632, and California Rules of Court, Rule 232. The right to trial by jury is hereby waived. The referee shall try and decide the dispute according to all of the substantive and procedural laws of the State of California, unless the parties stipulate to the contrary. When the referee has decided the dispute, the referee shall also cause the preparation of a judgment based on such decision. The judgment to be entered by the County Superior Court, based upon the decision of the referee, shall be appealable in the same manner as if the judge signing the judgment had tried the case.

§ 1.3.4.4.3 The parties recognize that the appointment of the proposed referee as a temporary judge pursuant to Article VI, Section 21 of the California Constitution and California Rules of Court, Rule 244, would be desirable and therefore agree to use their best efforts to stipulate that the proposed referee be appointed as a temporary judge pursuant to Article VI, Section 21 of the California Constitution, in the event of the filing of an action in the County Superior Court to resolve any dispute hereunder.

§ 1.3.4.4.4 The parties shall diligently cooperate with one another and the person appointed to resolve the dispute, and shall perform such acts as may be necessary to obtain a prompt and

expeditious resolution of the dispute. If either party refuses to diligently cooperate, and the other party, after first giving notice of its intent to rely on the provisions of this **Section 1.3.4.4.4**, incurs additional expenses or attorneys' fees solely as a result of such failure to diligently cooperate, then the referee or temporary judge may award such additional expenses and attorneys' fees to the party giving such notice, even if such party is not the prevailing party in the dispute.

§ 1.3.5 In the event of any litigation or arbitration between the parties hereunder, all attorneys' fees and other costs shall be borne by the party determined to be at fault and, in the event that more than one party is determined to be at fault, shall be allocated equitably by the court or arbitrator.

(Paragraphs deleted)

§ 1.3.6 MISCELLANEOUS PROVISIONS

§ 1.3.6.1 This Agreement shall be governed, interpreted and construed by the law of the State of California, without reference to its conflicts of law principles.

§ 1.3.6.2 [Intentionally omitted.]

§ 1.3.6.3 [Intentionally omitted.]

§ 1.3.6.4 To the extent damages are covered by property insurance during construction and to the extent that the parties' respective insurance companies consent to such waivers, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the 1997 edition of AIA Document A201, General Conditions of the Contract for Construction, as modified for the Project. The Owner or the Architect, as appropriate, shall use reasonable efforts to require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner.

§ 1.3.6.6 Unless otherwise provided in this Agreement, or in the Scope of Services, the Architect and Architect's Subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to Hazardous Materials or toxic substances in any form at the Project site. The Architect shall report promptly to the Owner the presence and location of any Hazardous Material or toxic substances in any form that the Architect becomes aware of at the Project site. Notwithstanding the foregoing, the Architect shall be deemed to have knowledge of the existence of Hazardous Materials at the Project site as disclosed by the matters identified in **Section 1.1.2.4** of this Agreement and the Schematic Design effort and all Work Product generated by the Architect pursuant to this Agreement shall address all design considerations regarding the presence, handling, removal or disposal of or exposure of persons to Hazardous Materials arising from or related to the Services as disclosed by the matters identified in **Section 1.1.2.4**, including but not limited to providing a design that is consistent with the LIFOC limitations and limitations related to remediation of Hazardous Materials existing at the Project Site.

§ 1.3.6.7 [Intentionally omitted.]

§ 1.3.6.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 calendar days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.6.9 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Architect may not transfer, assign, convey, hypothecate, or encumber this Agreement, voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the Owner, which approval may be withheld by the Owner without cause. Consent by the Owner shall not be deemed to relieve the Architect of its obligations to comply fully with all the terms and conditions of this Agreement. In the event of any unapproved transfer, including any bankruptcy proceeding, the Owner may void the Agreement at the Owner's option in its sole and absolute discretion. No approved transfer shall release any surety of the Architect of any liability hereunder without the express consent of the Owner.

§ 1.3.6.10 Whenever provision is made herein or in the Contract Documents for the approval or consent of the Owner, or that any matter be to the Owner's satisfaction, unless specifically stated to the contrary, such approval or consent shall be made by the Owner in its sole discretion and determination. If the Owner reasonably determines that the Services are not satisfactory, the Owner shall notify the Architect in writing, including in reasonable detail the deficiencies in the Architect's work. Thereafter, the Owner shall have the right to take appropriate action, including but not limited to: (i) meeting with the Architect to review the quality of the Services and resolve matters of concern; (ii) requiring the Architect to repeat unsatisfactory Services at no additional charge until it is reasonably satisfactory; (iii) suspending the performance of Services by the Architect; (iv) withholding payment for the portion of the Services that is in dispute; and (v) terminating this Agreement as hereinafter set forth in **Section 1.3.8.2**. Notwithstanding the foregoing, the Architect shall have 15 calendar days to cure the failure specified in Owner's notice, or if such failure is not capable of cure within 15 calendar days, the Architect shall commence such cure and demonstrate to the Owner's reasonable satisfaction that the Architect has a plan for and is diligently pursuing such cure to completion, prior to the Owner taking either of the actions specified in clauses (iii) or (iv) of this **Section 1.3.6.10**.

§ 1.3.6.11 This Agreement is entered into solely to provide for the design and administration of the Project and to define the rights, obligations, and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other relationship between the Architect and the Owner other than as expressly provided herein. The Architect acknowledges that the Owner is not a partner or joint venturer of the Architect and that the Architect is not an employee or agent of the Owner.

§ 1.3.6.12 Neither the Owner's review, acceptance, nor payment for any of the Architect's Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other

party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

§ 1.3.6.13 The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

§ 1.3.6.14 [Intentionally omitted.]

§ 1.3.6.15 The time period specified in this Agreement for performance of Services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Owner or the Architect, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, third-party litigation, and/or acts of any governmental agency (each a "Force Majeure Event"), if the delaying party shall within ten 10 calendar days of the commencement of such delay notify the other party in writing of the causes of the delay. Any delay due to the Architect's inability to obtain any required permit or authorization of a governmental agency (including the Owner), or as a result of the duration of the review and approval process for obtaining such required permit or authorization extending beyond the period of time contemplated by the Project Schedule, shall not constitute a Force Majeure Event. If the Architect is the delaying party, the Owner shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the reasonable judgment of the Owner such delay is justified. The Owner's determination shall be subject to dispute resolution in accordance with **Section 1.3.4**. In no event shall the Architect be entitled to recover damages against the Owner for any delay in the performance of this Agreement due to a Force Majeure Event. The Architect's sole remedy shall be extension of this Agreement pursuant to this paragraph. Notwithstanding the foregoing, if the performance is suspended for more than 60 calendar days due to Force Majeure, the Architect shall be entitled to compensation for reasonable and actual out-of-pocket expenses incurred in the interruption and resumption of the Architect's Services, and an extension of the time to perform in accordance with **Section 1.3.3.1**.

§ 1.3.6.16 No officer, official, employee, agent, representative, or volunteer of the Owner shall be personally liable to the Architect, or any successor in interest, in the event of any default or breach by the Owner, or for any amount which may become due to the Architect or its successor, or for breach of any obligation of the terms of this Agreement.

§ 1.3.6.17 No officer, official, employee, agent, representative, or volunteer of the Owner shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any federal, state, or Owner statute, ordinance, or regulation. The Architect shall not employ any such person while this Agreement is in effect.

§ 1.3.6.18 This Agreement, including all exhibits and documents incorporated herein by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between the Owner and the Architect and it supersedes all prior representations,

understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

§ 1.3.6.19 Upon request by the Owner, the Architect shall prepare and submit to the Owner any reports concerning the Architect's performance of the Services rendered under this Agreement. The Owner shall have access, upon reasonable notice, to the books and records of the Architect related to the Architect's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by the Architect in the performance of this Agreement (i) shall be the property of the Owner and shall at no additional cost be delivered to the Owner upon request of the Owner or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of Owner. The Architect shall keep and maintain all records and reports related to this Agreement for a period of four (4) years following the Architect's final request for payment under this Agreement, and the Owner shall have access to such records in the event any audit is required. The Owner shall have the right to review and audit the books and financial records of the Architect regarding this Agreement during the term of this Agreement and for a period of not less than four (4) years following the completion or termination of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Architect agrees to maintain the same until the Owner and its duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. The Owner shall conduct a performance and financial audit of this Agreement upon completion of the Services and at such other times as determined advisable by Owner, the scope and procedures of which shall be determined by the Owner in its discretion. The Architect agrees to permit the Owner to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Architect also agrees to include these requirements in each Subcontract, modified only if necessary to identify the affected parties. With respect to any IT equipment and software purchased for the Project pursuant to the Scope of Services, the foregoing audit rights shall include Owner's right to audit such IT equipment and software to ensure Architect's compliance with the requirement that use of such IT equipment and software be dedicated solely and exclusively to use in connection with the Architect's performance of the Services.

§ 1.3.6.20 Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to Owner shall be delivered to the following address, to the attention of the Owner's Designated Representative set forth in **Section 1.1.3.1** of this Agreement:

To Owner:
City of Irvine
One Civic Center Plaza 92606
P. O. Box 19575
Irvine, CA 92623-9575
Attn: City Manager

and to:

The Orange County Great Park Corporation
One Civic Center Plaza 92606
P. O. Box 19575
Irvine, CA 92623-9575
Attn: Chief Executive Officer

With a copy to:

Rutan & Tucker, LLP
611 Anton Blvd., 14th Floor
Costa Mesa, CA 92626
Attn: Phillip D. Kohn, Esq.

and to:

Nossaman, Guthner, Knox & Elliott, LLP
18101 Von Karman Avenue, Suite 1800
Irvine, CA 92626-1981
Attn: Robert D. Thornton, Esq.

Notices to the Architect shall be delivered to the attention of the Architect's Designated Representative set forth in **Section 1.1.3.4** of this Agreement. Copies of such notice shall be provided as follows:

To the Architect:

The Great Park Design Studio
c/o Gafcon
701 B. Street, Suite 1600
San Diego, CA 92101
Attn: Yehudi Gaffen

With copies to:

Menaker & Herrmann, LLP
10 East 40th Street
43rd Floor
New York, New York 10016
Attn: Robert Herrmann, Esq.

And to:

Joshua Sebert
Gafcon
701 B. Street, Suite 1600
San Diego, CA 92101

Changes in the address to be used for receipt of notices shall be effected in accordance with this **Section 1.3.6.20.**

§ 1.3.6.21 The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions hereof at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the parties make and implement any interpretation of this Agreement without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof will not be binding in the event of any future disputes.

§ 1.3.6.22 Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

§ 1.3.6.23 The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

§ 1.3.6.24 Each joint venturer of the Architect shall be jointly and severally liable for all obligations and responsibilities imposed upon the Architect by this Agreement. Accordingly, if any joint venturer of the Architect shall withdraw from the joint venture, become bankrupt, refuse to perform services under this Agreement or otherwise fail to meet its obligations and responsibilities under this Agreement, then the other joint venturers and each of them shall perform the services required by this Agreement and meet all obligations and responsibilities imposed on the Architect by this Agreement; provided, however, that the Owner shall have the right to terminate the Agreement for cause should the services of Ken Smith be terminated by such withdrawal.

§ 1.3.6.25 All office furnishings, tools, equipment and materials purchased for the Architect's use, at the Owner's cost, in connection with performing services hereunder, including but not limited to any computer hardware and software purchased or licensed in connection shall be the property of the Owner, and shall be dedicated by the Architect to use exclusively in connection with performing Services for the Owner hereunder. The Architect shall maintain accurate records and inventory of all such items, shall exercise reasonable care in the use and handling of the same, and shall upon the Owner's request from time to time provide the Owner with a copy of such records. Upon completion of the Services, or at any time upon the Owner's request, the Architect shall deliver to the Owner any such materials that are not consumed in performance of the Architect's services hereunder.

§ 1.3.7 [Intentionally omitted]

(Paragraphs deleted)

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 Unless otherwise noted herein or in the updated Project Schedule most recently approved by the Owner, if the Project is suspended by the Owner for more than 60 consecutive calendar days through no fault of the Architect or the Architect's Subconsultants, the Architect shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable and actual out of pocket expenses incurred in the interruption and resumption of the Architect's Services. The Architect's fees for the remaining Services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 Owner reserves the right to terminate this Agreement at any time, upon written notice to the Architect. Owner may terminate this Agreement for the Architect's default if a federal or state proceeding for the relief of debtors is undertaken by or against the Architect or either of its constituent entities, or if the Architect or either of its constituent entities makes an assignment for the benefit of creditors, or if the Architect breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within 15 calendar days after written notice thereof by Owner, or if such cure is not capable of being completed within such 15 days period, commence such cure and demonstrate that such cure shall be pursued to completion in reasonable fashion. Upon receipt of any notice of termination from Owner, the Architect shall immediately initiate action for (i) the cessation of all Services hereunder except such as may be specifically approved in writing by Owner; (ii) the turnover as requested by Owner of all appropriate records, documents and work products arising from this Agreement; (iii) the disposal as directed by Owner of all non-expendable property purchased for Owner's account; and (iv) the demobilization of the Architect personnel. Upon declaring this Agreement, or any portion of the Services, terminated pursuant to this paragraph, the Owner may complete the Services in whatever fashion it deems appropriate. The Owner shall be entitled to recover against the Architect the reasonable cost of completing the Services, and such other costs, including losses, damages, attorney's fees and expenses, incurred by the Owner in connection with the procurement and defense of claims arising from the Architect's default. If the Owner improperly terminates this Agreement, or any portion of the Services, for default, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 1.3.8.3.

§ 1.3.8.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all undisputed amounts due and owing for Services performed prior to termination, provided, however, that as a condition precedent to such payment by the Owner, the Architect shall provide the Owner with a detailed statement of Services performed and Reimbursable Expenses incurred prior to termination and since the last invoice. In no event shall the Architect be entitled to payment, including profits or fees, associated with Services not performed. In addition to payment for Services performed, Owner shall pay the Architect the Reimbursable Expenses incurred prior to termination and other actual out-of-pocket costs of demobilization reasonably incurred by the Architect in implementing the termination pursuant to this Section 1.3.8.3.

§ 1.3.8.4 Owner shall give the Architect 15 calendar days' prior written notice of its intent to terminate this Agreement for cause. If, at the end of the 15 calendar day notice, the cause

remains uncured, unless such cause is not susceptible of being cured within 15 calendar days and the Architect in good faith has commenced to cure such cause and thereafter diligently pursues to cure such cause, Owner may immediately thereafter exercise its right of termination. If termination is due to the failure of the Architect to fulfill its obligations under this Agreement, the Architect will be compensated for those Services, which have been performed and accepted by Owner. In such case, Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Architect shall be liable to the extent that the total cost for completion of the Services, including costs incurred by Owner in retaining a replacement contractor and similar expenses, exceeds the Contract Price set forth in **Section 1.5**.

§ 1.3.8.5 Any claim for compensation to Architect payable upon termination of this Agreement must be filed in writing with Owner within 120 calendar days after the termination of this Agreement.

(Paragraphs deleted)

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of Services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of Services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and Architect's employees and Subconsultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications, provided that such transportation, travel and subsistence do not exceed the rates established by Owner's policies and procedures;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service, except as may be provided otherwise in this Agreement;
- .4 [Intentionally omitted];
- .5 renderings, models and mock-ups requested by the Owner in excess of those included in the Scope of Services;
- .6 [Intentionally omitted];
- .7 reimbursable expenses as designated in **Section 1.5.5**;
- .8 such other expenses incurred directly related to the Project when specifically authorized in advance and in writing by the Owner.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of Services performed on the basis of hourly rates shall be available to the Owner or the Owner's authorized representative at mutually convenient times and shall be submitted with the Architect's invoices.

(Paragraphs deleted)

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2

(List other documents, if any, delineating Architect's scope of services.)

AIA Document B141 – 1997 Part 2 – Standard Form of Architect's Services Design and Contract Administration, as modified for this Project
The Exhibits to this Agreement, including all Appendices thereto
Any Change Orders or amendments to this Agreement

In the event of any conflict among the provisions of the documents comprising the contract documents, the order of precedence shall be as follows: (a) Change Orders and Amendments to this Agreement; (b) this Agreement, and (c) the Exhibits to this Agreement, including all Appendices thereto.

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

None.

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

§ 1.4.2.1 Without limiting the Architect's indemnification obligations, the Architect, or each joint venturer of the Architect, shall procure and maintain, at its sole cost and for the duration of this Agreement and for three 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 Services by the Architect, its agents, representatives, employees, and/or Subconsultants. In the event that the Architect subcontracts any portion of the Services in compliance with **Section 1.1.3** of this Agreement, the contract between the Architect and such Subconsultant shall require the Subconsultant to maintain the same policies of insurance that the Architect is required to maintain pursuant to this **Section 1.4.2**, and that copies of such policies must be provided to Owner before that Subconsultant commences any work, in circumstances where the Subconsultant is not covered by the Architect-provided insurance; provided that the Architect shall have the sole responsibility for determining the limits of coverage required to be obtained by 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 the Architect elects to contract with Subconsultants that do not meet the insurance requirements outlined below, however, the Architect does so at its own risk and shall fully

indemnify and defend the Owner and the Corporation, to the full effect of the indemnity in **Section 1.4.2.2**, for any failure of any Subconsultant's insurance coverage to comply with the insurance requirement outlined below.

§ 1.4.2.1.1 The policies and amounts of insurance required hereunder shall be as follows:

(a) **General Liability** (including premises and operations, contractual liability, personal injury, independent contractors liability): One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Project, or the general aggregate limit shall be three times the occurrence limit.

(b) **Automobile Liability** (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.

(c) **Workers Compensation and Employer's Liability:** Workers compensation insurance (if the Architect is required to have) in an amount required by the laws of the State of California and employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing Services under this Agreement.

(d) **Professional Liability** (covering errors and omissions) One Million Dollars (\$1,000,000.00) per claim made and (\$1,000,000.00) aggregate for Ken Smith Landscape Associates, Inc. and Two Million Dollars (\$2,000,000.00) per claims made and (\$2,000,000.00) aggregate for Gafcon.

§ 1.4.2.1.2 The Architect's General Liability, Automobile Liability, and Workers Compensation and Employer's Liability insurance, including policies issued to each joint venturer:

(a) Shall be issued by an insurance company which is an approved carrier in the State of California and maintains a Secure Best's Rating of "A" or higher; unless otherwise approved by the Owner;

(b) General liability and automobile liability shall name the Owner and the Corporation, and their directors, officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "Owner Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to Owner Personnel. All insurance provided hereunder shall include the appropriate endorsements;

(c) Shall be primary insurance with respect to the insureds, additional insureds, and their respective members, directors, officers, employees, agents and consultants and any insurance or self-insurance maintained by the Owner and Corporation shall be in excess of the Architect's insurance and shall not contribute with it;

(d) Shall be "occurrence" rather than "claims made" insurance, excluding professional liability;

(e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(f) Shall be endorsed to state that the insurer (whether insuring the Architect, each joint venturer of the Architect, or any of the Architect's subcontractors or subconsultants) shall waive all rights of subrogation against the Owner and the Corporation, excluding professional liability;

(g) Shall be endorsed to state that coverage shall not be cancelled or non-renewed for any reason, without 30 calendar days prior written notice thereof given by the insurer to the Owner by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case 10 calendar days prior notice shall be provided. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice;

(h) All endorsements adding additional insureds to required policies shall be on the currently available form of CG 2010 or an equivalent form providing additional insureds with coverage for "completed operations;" and

(i) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, or any change in ownership of all or any portion of the project or the named insured shall not affect coverage provided to the other insureds or additional insureds (and their respective members, directors, officers, employees, agents and consultants).

§ 1.4.2.1.3 The following additional requirements shall apply with respect to the professional liability coverage for the each constituent partner of the Architect's errors and omissions insurance required pursuant to **Section 1.4.2.1.1(d)**. Prior to the commencement of its work, the Architect shall deliver to the Owner policies of insurance evidencing compliance with the following requirements for each constituent partner of the Architect. The Certificate must plainly designate the name of the Orange County Great Park Project. Any failure to furnish this policy or Certificate of Insurance shall not relieve the Architect from its obligations under this section:

(a) **Minimum Scope of Insurance:** Coverage shall be at least as broad as Errors and Omissions Liability insurance appropriate to the profession of each constituent partner of the Architect and shall be in a form reasonably satisfactory to the Owner. Architects' and engineers' coverage shall be endorsed to include contractual liability to the extent available.

(b) **Minimum Limits of Insurance:** The professional liability insurance for each constituent partner of the Architect shall be written with limits of liability that meet the requirements of the Agreement, but at a minimum not less than the following:

	KSLA	Gafcon
Each Occurrence Limit	\$1,000,000	\$2,000,000
Policy Aggregate Limit	\$1,000,000	\$2,000,000

(c) The policies shall be endorsed to state that coverage shall not be cancelled by the insurer except after 30 calendar days prior written notice has been given to the Owner, 10 calendar days for non-payment of premium.

(d) If the Errors and Omissions Liability policy is written on a claims-made form the following provisions apply:

(i) The Retroactive Date of the policy shall be shown on the Certificate of Insurance and on the policy must be before February 6, 2006.

(ii) The insurance policy shall include language to the effect that it will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as a result of a claim made during the policy period, and reported in a timely manner, when based upon alleged wrongful acts, omissions, or breach of professional duty occurring or alleged to have been committed subsequent to February 6, 2006, subject to standard policy exclusions. The policy shall not limit coverage to claims that allege that the wrongful act, omission or breach of professional duty occurred or was committed in the same policy year as the claim is first made against the insured Architect, Joint Venturer or subcontractor or Subconsultant.

(iii) Insurance must be maintained and evidence in the form of a copy of the insurance policy must be provided to the Owner for at least three years after the completion of the work.

(iv) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to February 6, 2006, the Architect must purchase "extended reporting" coverage for the longest extended reporting period available from the insurer.

(v) A copy of the claims reporting requirements must be submitted to the Owner for review at least 30 calendar days prior to the effective date of the policy.

(vi) The policy of each of the Architect's constituent joint venturers must provide coverage for joint ventures in which the Named Insured is named as a co-venturer, at least as respects the Insured's legal liability arising out of the Insured's participation in such joint venture.

Any deductibles or self-insured retentions must be declared to and approved by the Owner prior to the execution of this Agreement by the Owner.

§ 1.4.2.1.4 The Architect shall deliver to the Owner complete copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement. Such endorsements shall include a statement to the effect that the separate insurance coverages maintained by each of the Architect's joint venture partners shall cover the activities of the Architect, and shall not be limited to such individual joint venture partner's own activities, regardless of which member of the Architect causes the event giving rise to the Architect's liability. The Owner shall have no duty to pay or perform under this Agreement until such policies are received and approved by the Owner.

§ 1.4.2.1.5 The Owner and the Architect waive all rights against each other, against each of their agents and employees and against Subconsultants and their respective members, directors, officers, employees, agents and consultants for any claims to the extent covered by insurance obtained pursuant to **Section 1.4.2.1**, except such rights as they may have to the proceeds of such insurance. Each insurance policy required by this Agreement shall contain a waiver of the insurer's right to subrogation against the Owner and Owner Personnel. The Architect shall require all Subconsultants to provide similar waivers in writing each in favor of the Owner and Owner Personnel. Each policy, including workers' compensation, shall include a waiver of any

right of subrogation against the additional insureds (and their respective members, directors, officers, employees, agents and consultants).

§ 1.4.2.1.6 If the Architect is required to provide workers' compensation insurance, the Architect shall file with the Owner the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete workers' compensation insurance for at least the minimum statutory limits, and shall furnish a certificate of insurance to Corporation before execution of the Agreement."

In the event the Architect has no employees requiring the Architect to provide workers' compensation insurance, the Architect shall so certify to the Owner in writing prior to the Owner's execution of this Agreement. The Owner and Owner Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Architect to comply with this section or with the provisions of law relating to workers' compensation insurance.

§ 1.4.2.2 Architect agrees to indemnify, hold harmless, and (except with respect to claims alleging the Architect's professional negligence to the extent not covered by the Architect's CGL and/or Professional Liability policies) defend the Owner, Corporation, and their respective directors, officers, employees and agents ("Indemnified Parties"), from and against any claim, cause of action, liability, loss, damages, cost or expense (including attorneys' fees and reasonable expenses for litigation or settlement) arising out of, pertaining to or relating to the negligent or reckless act or omission, or willful misconduct of the Architect, its officers, directors, employees, agents or subconsultants in the performance of the Services (the "Claims or Liabilities"), except to the extent caused by the negligence or willful misconduct of the party to be indemnified. The Architect acknowledges that it has a duty to confirm that the Owner Personnel are aware of any restrictions applicable to methods, processes, designs, information, or other items furnished or communicated to the Owner by the Architect in connection with performance of the Services. Accordingly, the Architect shall be deemed responsible for any infringement or improper appropriation or use by the Owner or its directors, officers, employees or agents of trade secrets, proprietary information, know-how, copyright rights or inventions, and the agreement to indemnify, defend and hold harmless set forth herein shall fully apply thereto, except to the extent caused by negligence or willful misconduct of the party to be indemnified.

§ 1.4.2.2.1 Except as hereinafter provided, the Architect shall defend the Indemnified Parties, each with separate counsel of such indemnified person's choosing, against any action or actions filed in connection with any such Claims or Liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith. Such obligation to defend the Indemnified Parties shall not apply to claims and causes of action to the extent covered by the Architect's professional liability insurance, provided, however, that in the event that such claim or cause of action results in a judgment or settlement for which the Architect has liability, the Architect's indemnity obligation pursuant to this section shall include the obligation to reimburse the Owner for all costs and expenses, including attorney's fees, incurred by the Owner in connection with such claim or cause of action.

§ 1.4.2.2 The Architect shall promptly pay any judgment rendered against the Indemnified Parties for any such Claims or Liabilities.

§ 1.4.2.3 In the event any Indemnified Party is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the Architect's negligent performance or the Architect's failure to perform the work or activities of the Architect, the Architect shall pay to the Owner and Corporation any and all costs and expenses incurred by the Owner, Corporation or Owner Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

§ 1.4.2.4 The Owner represents to the Architect that the Owner has procured an Owner's Protective Professional Indemnity Policy of insurance (the "OPPI") with a limit of liability (each claim and aggregate) in the amount of Fifteen Million and 00/100 Dollars (\$15,000,000.00 and a Self Insured Retention (each claim) of One Hundred Thousand and 00/100 Dollars and aggregate of One Hundred Thousand and 00/100 Dollars. The Owner shall provide the Architect with thirty (30) days prior written notice of the Owner's intent to cancel or reduce the coverage afforded by the OPPI.

§ 1.4.3 To the extent permitted by applicable law, provided that the Architect maintains at least the minimum professional liability insurance coverage required in **Section 1.4.2.1.1**, neither the Owner nor the Corporation will seek indemnification and defense under **Section 1.4.2.2** or to recover damages (including actual, indirect, special, consequential, multiple or punitive damages), costs or expenses (including those costs and expenses referenced in **Section 1.4.2.3**) from the Architect resulting from breach of this Agreement (whether arising in contract, negligence or other tort, or any other theory of law) in excess of the sum of (a) an amount equal to the Contract Price defined in **Section 1.5.1**, less (b) the total sum paid on behalf of Architect by Architect's insurers in settlement or satisfaction of Owner's claims under the terms and conditions of Architect's insurance policies applicable thereto, less (c) the total sum paid by the Owner's OPPI insurance provider in accordance with the OPPI, plus (d) all Claims or Liabilities incurred by any Indemnified Party relating to or arising out of any illegal activities, fraud, criminal conduct, gross negligence or willful misconduct on the part of any Architect or any Architect-related entities.

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's Services as described in this Agreement, the Architect shall be paid the Contract Price, which consists of:

- (a) The not-to-exceed amount of \$25,900,000.00 for all Services (the "Based Contract Price"); plus
- (b) The not-to-exceed amount of \$1,400,000.00 for Reimbursable Expenses; plus
- (c) Amounts payable under Change Orders issued hereunder.

The Contract Price constitutes the full compensation for all Services during the Performance Period. The Fee Schedule Breakdown attached hereto as **Exhibit 2** shows each line item of the Services for billing purposes (each a "Task"). Each Task shall be invoiced either on a fixed-fee or not-to-exceed time and materials basis as specified in the Fee Schedule Breakdown. The sum of the amounts allocated to each Task shall be equal to the Base Contract Price. The allocation

of the Base Contract Price to the Tasks shall be completed as part of the approval process for the Project Management Plan as set forth in **Section 1.5.1.1**.

The Base Contract Price and the Reimbursable Expenses stated above assume that the Architect shall perform all of the Tasks identified as "Allowances" in the Scope of Services and in the Fee Schedule Breakdown. The portion of the Base Contract Price allocated to the Allowance Services shall be approximately \$ 1,500,000.00, to be set forth in particularity as to each Task comprising the Allowance Services in the revised Fee Schedule Breakdown to be agreed upon by the parties in accordance with **Section 1.5.1.1**. Commencing on the date of execution of this Agreement the Architect is authorized to perform only the Tasks that are not identified as Allowances. The Tasks comprising the Allowance Services shall not be performed by the Architect unless and until the Owner issues a written Notice to Proceed with some or all of such Allowance Services Tasks to the Architect. The Owner shall not be obligated to compensate the Architect for the portion of the Base Contract Price allocated to the Tasks comprising the Allowance Services in the agreed revised Fee Schedule Breakdown, or any Reimbursable Expenses incurred in connection with such Allowance Tasks, and the Architect shall not submit for payment any invoices with respect to the portion(s) of the Base Contract Price allocated to an Allowance Services Task, or any Reimbursable Expenses allocable to such Task, unless and until the Owner has issued a Notice to Proceed with respect to the particular Task included in the Allowance Services. Any work performed with respect to any Task included in the Allowance Services prior to the Owner's issuance of a Notice to Proceed with such Task shall be at the Architect's risk.

§ 1.5.1.1 Within 15 days from the date of Owner's execution of this Agreement, the Architect shall submit for the Owner's review and approval the Project Management Plan as required pursuant to **Section C.2.1** of Appendix C of the Scope of Services. The Project Management Plan shall include the Fee Schedule Breakdown, revised to include the Architect's proposed allocation of the Base Contract Price to each of the Tasks specified therein. Such allocation shall be subject to the Owner's review and approval. The sum of the values assigned to all Tasks shall equal \$25,900,000.00. Of that amount, approximately \$ 1,500,000.00 shall be allocated to the Allowance Services. The total amount of the Base Contract Price allocated to Tasks to be invoiced on a Fixed-Fee basis (including the Allowances) shall equal approximately \$ 23,400,000.00. The total amount of the Contract Price allocated to Tasks to be performed on a Time and Materials basis (including the Allowances) shall equal approximately \$ 2,500,000.00. The Fixed-Fee component of the Contract Price shall be paid in monthly installments determined as a percentage of the Earned Value of each Task that is to be paid on a fixed fee basis as indicated in the Fee Schedule Breakdown. Earned Value is a measure of progress that measures how much work has been completed against how much work is expected to have been completed at any point during the Performance Period. The Architect shall provide a detailed description of the methodology for determining the Earned Value of work in progress to be followed in validating each monthly invoice in the Project Management Plan.

§ 1.5.1.2.1 At a minimum, such methodology shall include the following: (i) the completed Fee Schedule Breakdown showing the amount of the Base Contract Price allocable to each Task, and whether such Task is to be invoiced on an fixed fee or on a not-to-exceed time and materials basis, (ii) a Work Breakdown Structure (WBS) in sufficient detail to show the design activities of all Tasks in the Fee Schedule Breakdown; (iii) a detailed list of all elements of work included in the WBS and a list of Deliverables under each element of the work; (iv) a Baseline Earned Value

(EV) Curve based on the completed Fee Schedule Breakdown, the WBS, the Scope of Services and Deliverables and the estimated monthly cash flow anticipated by the Architect and as more particularly described in the Project Management Plan; and (v) a Baseline Schedule based on the WBS, the Scope of Services and Deliverables sorted by each component of the Services, with sufficient detail to show interim milestones. Activities in the Baseline Schedule generally shall have a duration of 30 days unless a longer period is appropriate to the Scope of such activity.

§ 1.5.1.2.2 The Baseline Schedule shall show, in detail, Architect's work activities for the first 90 calendar days of the Performance Period, and Services to be performed after the first 90 calendar days of the Performance Period shall be represented by phase level summary activities such that they cumulatively indicate all Services. The Baseline Schedule shall be updated on a monthly basis (the "Monthly Update") in accordance with the Monthly Progress Report described in **Section 1.5.1.3** so that work activities for the next 90 days from the date of such update are always shown in detail. The Baseline Schedule shall indicate anticipated approval periods for any third party approvals required with respect to the Project, as well as any required Owner approvals.

§ 1.5.1.3 Commencing in the first full month of the Performance Period, the Architect shall submit a Monthly Progress Report for the Owner's review that shall include the Architect's detailed schedule for executing the Services. A draft of the proposed format of the Monthly Progress Report shall be included in the Project Management Plan submitted for the Owner's approval based upon **Section C.2.1** of Appendix C of the Scope of Services. The Monthly Progress Reports shall at a minimum include: (a) Executive Summary, (b) Phase Description, (c) for each Task, the relevant Consultant/Subconsultant and accomplishments during the relevant reporting period, (d) for each Task, the current budget, percent completed and Earned Value analysis, (e) identification of any pending changes and extra work requests, (f) planned versus actual milestones, (g) planned versus actual costs by Consultants/Subconsultants, (h) updated Earned Value Curve, (i) Updated Project Schedule, and (j) issues, concerns and conclusion. The Baseline Schedule, as updated by the Monthly Progress Reports, shall constitute the Project Schedule.

§ 1.5.1.4 The Architect shall provide the Owner with an electronic copy of the Project Schedule file used for the Monthly Schedule Update.

§ 1.5.1.5 The Owner shall review and approve the Monthly Schedule Updates for conformance with the Scope of Services. The Architect and the Owner shall meet to review the draft Monthly Schedule Update and the Architect's progress. The Architect shall correct any deficiencies identified by Owner and resubmit the Monthly Progress Report.

§ 1.5.1.6 The Architect will review the actual percent complete against the estimated percent complete for the entire Scope of Services. At the monthly meeting, the Architect and the Owner shall in good faith assess the percent complete for each item in the Scope of Services and shall memorialize their agreement with respect to percent complete for each item on a checklist initialed by each party (the "Earned Value Checklist"). Items with respect to which the parties do not agree on percent complete shall be reserved until the next monthly meeting. Gafcon will bill according to progress of the work as a whole based on the actual percent complete for each task as set forth in the Earned Value Checklist and the calculated value that has been earned in

the invoice period. The Owner shall implement controls and audits to determine the adequacy of the percentage complete calculation proposed by the Architect.

§ 1.5.2 The Architect shall invoice Owner for Services rendered on a monthly basis as follows:

§ 1.5.2.1 The Architect shall submit to Owner by the tenth of each month (or at such other interval as may be agreed by the Owner's Representative, but not more frequently than monthly), no later than one month in arrears, an invoice for authorized Services performed during the prior month based on the Contract Price, the updated Project Schedule and the EV Curve. The Architect shall submit a draft form of invoice for the Owner's approval with the draft Project Management Plan. Such invoice shall at a minimum include the following information:

- a. Agreement No. _____;
- b. Time period covered by the invoice;
- c. For Allowance Services, written evidence signed by the Owner of the Owner's authorization to proceed with the Allowance Services;
- d. For Deliverables, the percentage complete of the Deliverable, and if the Deliverable is at the 30%, 70%, or 97% Major Milestones, a copy of the draft Deliverables to be provided at such Major Milestone points, and a copy of a completed Earned Value Checklist signed by each party for such invoice period;
- e. For time and expense Tasks, specify the name of staff, title and function with their corresponding hourly rates, actual hours expended, other direct costs and the amount of payment;
- f. Backup for the invoice, including invoices from the Architect's Subcontractors, Subconsultants or suppliers, time sheets for time and materials work, copies of receipts, the Owner's authorization of travel and other documentation requested by Owner, as well as a spreadsheet showing Subcontractor and Subconsultant invoices included in prior billings to the Owner and payments made on account of such invoices;
- g. Total monthly invoice (including project-to-date cumulative invoice amount);
- h. Certification signed by the Architect or his/her designated alternate that (i) the invoice is a true, complete and correct statement of reimbursable costs and progress; (ii) the backup information included with the invoice is true, complete and correct in all material respects, (iii) all payments due and owing to Subcontractors, Subconsultants and suppliers from payments received by the Architect have been made; (iv) timely payments will be made to Subcontractors, Subconsultants and suppliers from the proceeds of the payments covered by the certification, and (v) the invoice does not include any amount which the Architect intends to withhold or retain from a Subcontractor, Subconsultant or supplier unless so identified on the invoice;
- i. The Updated Project Schedule, the Monthly Schedule Update and such other information as agreed to in the sample invoice format identified above or otherwise requested by Owner to substantiate the validity of an invoice; and

j. Amounts payable for services performed pursuant to individual Change Orders shall be separately identified on each invoice.

§ 1.5.3 The Architect's invoices for small purchases of reimbursable cost items totaling less than Five Thousand Dollars (\$5,000) shall be supported by the Architect's written statement that the Architect determined the price paid to be fair and reasonable, and the basis for such determination. For any purchases of reimbursable cost items that have a total value exceeding Five Thousand Dollars (\$5,000), the Architect shall request at least three (3) written quotations. the Architect shall not split a procurement totaling more than Five Thousand Dollars (\$5,000) into several purchases that are less than the limit in order to avoid the requirement to obtain at least three (3) quotations, nor shall any procurement be parceled, split, divided, or purchased over a period of time in order to avoid the dollar limitations.

§ 1.5.4 The Architect shall submit four hard copies and one electronic copy of each invoice to the following address:

The City of Irvine
c/o The Orange County Great Park Corporation
One Civic Center Plaza 92606
P. O. Box 19575
Irvine, CA 92623-9575
Attn: Deputy Chief Executive Officer

§ 1.5.5 The Owner shall pay the Architect's invoices as follows:

§ 1.5.5.1 Payment of the Fixed Fee Component of the Contract Price shall be based on the Project Schedule and the Updated EV Curve as of the invoice date, and computed as described in **Section 1.5.1** and the Approved Management Plan. Payment for any Time and Materials Services shall be based on actual labor hours at the rates set forth in **Exhibit 3** to this Agreement. Payment for Reimbursable Expenses shall be based upon actual expenses incurred, except that Reimbursable Expenses shall be in accordance with City policy and shall not exceed the approved expense rates set forth in **Exhibit 4**. The Owner may withhold payment for any work identified in the Architect's invoice until such time as the Architect has documented, to the Owner's reasonable satisfaction, that the Architect has fully completed such Services identified, provided that the Owner shall not be excused from paying undisputed amounts that have been properly invoiced. The Owner's payment in full for any Task or Deliverable completed shall not constitute the Owner's final acceptance of the Architect's Services under such Task; final acceptance shall occur only after completion of all Services hereunder. The Owner shall pay the amount due the Architect under this Agreement after:

(a) Completion and acceptance of the Services identified in the invoice, including delivery to the Owner of any Deliverables (or partially complete Deliverables) for which payment is requested;

(b) Presentation of a properly prepared invoice consistent with **Section 1.5.5.2** and the approved form of invoice in the Project Management Plan; and

(c) Presentation with each invoice of a completed and approved updated Project Schedule with EV Curve.

§ 1.5.5.2 The Owner shall make payment to the Architect within 30 calendar days after receipt of a properly prepared invoice and accompanying documentation. In the event an invoice submitted by the Architect is not supported by the accompanying documentation or is otherwise disputed by the Owner, the Owner may withhold payment of the portion of such invoice in dispute until such time as the Owner's Designated Representative and the Architect can resolve the areas of disagreement pertaining to that portion of the invoice in dispute. The Owner shall document the amounts and reasons for withholding payment of the Architect's invoice within 15 calendar days from receipt of the invoice. Upon compliance by the Architect with all the terms and conditions of this Agreement and submission by the Architect of a final, properly documented invoice and the Owner's validation of the percentage complete earned value calculation in such invoice, the Owner shall promptly pay the Architect the balance due under such invoice. The Owner's Designated Representative and the Architect shall meet and confer in good faith to attempt to resolve any dispute as to the payment of invoices as soon as reasonably practicable upon the Architect's request for such a meeting.

§ 1.5.5.3 Major Milestone Reviews of the Architect's progress shall be conducted at the 30%, 70%, 97% and 100% project completion points identified in the Baseline Schedule (each a "Major Milestone"). The Major Milestone Reviews shall be conducted as hereinafter provided and as described in the Scope of Services. Notwithstanding anything to the contrary herein, when each Major Milestone point is reached, the Architect shall not submit an invoice for any Services shown on the Project Schedule to be paid at a point in time after achievement of such Major Milestone unless and until the Owner concurs in writing that the Major Milestone Review indicates that the Architect has achieved the Major Milestone level of progress specified in the Scope of Services. At a minimum the following activities shall be performed during the Major Milestone Review:

§ 1.5.5.3.1 Overview briefing by the Architect to familiarize the review team with the changes that have occurred since the most recent progress review.

§ 1.5.5.3.2 Detailed review of the status of all work in progress and the level of completion of all Instruments of Service, including examination of work in progress and evidence supporting the Architect's determination of the percent complete of all Tasks in the Scope of Services.

§ 1.5.5.3.3 Review of the documentation which establishes and records changes to the Project Schedule, including Change Orders, schedules, budgets, resource plans, and change records, and review of updates to the Architects estimate of the Cost of the Work for the Project as a whole, and the Early Site Delivery, Wildlife Corridor and Agua Chinon construction.

§ 1.5.5.3.4 Review of cost and schedule performance against the Baseline Schedule and EV Curve, along with appropriate analyses of problems and projection of future costs.

§ 1.5.5.4 In the event the parties are unable to resolve any dispute as to the payment of invoices as provided in Section 1.5.5.2 above, the Architect shall submit its objection, in writing, to the Corporation's Chief Executive Officer within 15 calendar days following the date on which the Owner notifies the Architect in writing of the reasons for continued withholding of payment following the meeting(s) to attempt to resolve their differences. The Chief Executive Officer

shall meet and confer with the Architect's Designated Representative and the Owner's Designated Representative (if other than the Chief Executive Officer) to attempt to resolve the dispute. Within 15 calendar days following such meeting, the Chief Executive Officer shall notify the Architect in writing of the Chief Executive Officer's determination. The Chief Executive Officer's failure to issue a decision within the time provided by this section shall be deemed a decision denying the Architect's objection, and shall be final and conclusive unless, within 15 calendar days following the date of delivery of the Chief Executive Officer's decision or date of deemed denial, the Architect mails or delivers to the Chief Executive Officer notification that Architect elects to submit the matter to mediation in accordance with the procedures set forth in **Section 1.3.4**.

§ 1.5.6 Payment of invoices by the Owner shall not be construed as (a) relieving the Architect from the sole responsibility for all Services and deliverables upon which payments have been made or the reaccomplishment of any inaccurate work; or as (b) waiving the right of the Owner to require fulfillment by the Architect of all terms of this Agreement.

§ 1.5.7 Notwithstanding any provisions of this Agreement to the contrary, the Owner and the Architect mutually agree that the Owner's maximum cumulative payment obligation (including obligation for the Architect's profit) pursuant to this Agreement for the Services shall be the Contract Price, which shall include all amounts payable to the Architect for its Subcontracts, Subconsultants, licenses, materials and costs arising from, or due to termination of, this Agreement.

§ 1.5.8 If the Services of the Architect are changed as described in **Section 1.3.3.1**, the Architect's compensation shall be adjusted as permitted in such section. Such adjustment shall be, at the sole option of the Owner, based upon the Architect's standard hourly rates set forth in **Exhibit 3** or an agreed lump sum amount. All Owner-Directed Changes and other Changes in Services affecting compensation shall be provided to the Architect in writing.

(Insert

(Paragraphs deleted)

basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

§ 1.5.9 [Intentionally omitted.]

§ 1.5.10 [Intentionally omitted.]

[signature page follows]

This Agreement is entered into as of the day and year first written above.

CITY OF IRVINE

**GREAT PARK DESIGN STUDIO,
a California Joint Venture**

By:

Beth Krom

Its:

Mayor

By:

Gafcon, Inc., a California corporation

ATTEST:

By: _____

Its: _____

City Clerk

By:

Ken Smith Landscape Architect, Inc.,
a California corporation

APPROVED AS TO FORM:

By: _____

Its: _____

By:

Philip D. Kohn, Esq.
City Attorney

Architect 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

Exhibit 1

SCOPE OF SERVICES

[attached]

Scope Appendix A

A DESIGN

For the Schematic Design Phase the Design Team Scope of Services will develop and define the site character for the Orange County Great Park to the next level of detail from the Master Plan approved by the City of Irvine.

Services in the Schematic Phase Design to the next level of work (30% of final design) shall establish the general scope and advance the conceptual design of the project and the scale and relationships among the proposed building, park features and program components. The primary objective is to arrive at a clearly defined feasible concept and present it in a form that results in client understanding and acceptance.

To achieve this objective the Design Team will understand and verify the project program, explore alternative solutions and provide a reasonable basis for analyzing the cost of the project.

Deliverables at the end of the Schematic Design will include site plan, preliminary building plans with elevations and sections, perspective sketches, study models, electronic visualization and a statistical summary of the park area and other characteristics in comparison to the program requirements. The final step in Schematic Design is to present the design to the Great Park Corporation Board and obtain client approval in writing.

Schematic Design Milestone Deliverables:

- 30% Schematic Design will be developed including design studies, layouts, sections and views sufficient for developing magnitude of Construction Cost and for evaluating and determining priorities for phased construction. Format of design studies will vary at this stage of schematic design. Pricing Package will consist of standard format (i.e., 36x42 sheet) outline of park district layout with sufficient callouts, definition of assumptions and material systems for preliminary pricing.
- 70% Schematic Design will consist of 70% of the requirements for 100% Schematic Design documents, including input and review of costs.
- 97% Schematic Design will consist of 97% of the requirements for final Schematic Design documents. The 97% set will be substantially complete with further coordination, review and final development prior to 100% Schematic Design, including input and review of costs.
- 100% Schematic Design will consist of the following deliverables:
 - Drawing Set. The drawing set will be standard format (i.e., 36x42 sheet) including drawings at minimal typical scale:
 - Cover

- Index
- Site Plans to scale including Layout, Grading Concepts, Planting, Trails, Facilities, Major Material Systems, Critical Alignments, Critical and Typical Dimensions. Drawing Scales will be typically as follows.
 - Overall Park Diagrams and Layouts at 1"=300' to 1"=500' scale
 - Site Plans for Individual Park Districts at 1"=50' to 1"=100' scale
 - Plan Blow-ups at 1"=30' scale
 - Sections at 1"=30 scale
 - Typical Details describing critical features
 - It is estimated that 100% Schematic Design drawing set will consist of approximately 200-250 sheets.
- Outline Specifications. An 8-1/2 x 11 format booklet will contain pertinent outline specifications in Construction Specification Institute format along with Critical material schedules and product cut sheets.
- Design Support Documents. 11x17 booklet format will provide supporting documents, studies, miscellaneous illustrations, program outlines and report summary materials.
- Design Appendices: Report and Study material prepared by design team and consultants during the Schematic Design process will be provided in Appendices format, Typically 8-1/2 x 11 or 11x17 format.
- Perspective Views. At minimum one view will be provided for each park district or major feature, estimated at 12 views minimum.
- PowerPoint Presentation summarizing major elements and themes of Schematic design.
- The following detail describes the purpose of the Scope of Services, assumptions and expectations of the project, a description of the design services, associated consulting fees and design team organizational structure. The Design Team intends to collaborate to achieve the Corporation's sustainability goals while undertaking this Scope of Services.

A.1 Park Planning and Design

The following scope will be developed for the entire Park

A.1.1 Park Features and Programming

Purpose: To develop a comprehensive structure for the selection of the Park Features and Programming to be included in the Great Park. Specifically, work under this task will:

- Coordinate the evaluation and selection process of the Park Features and Programming proposed to populate the Great Park

- Present to the Great Park Board for the selection of Park Features and Programming for final approval
- Facilitate the integration of Board-selected Park Features and Programming into Park design.

Approach: The Park Features and Programming task will be executed in three overlapping stages scheduled at the outset of schematic design: Program analysis and evaluation, Program prioritization, and Recommendations.

A.1.1.1 Analysis + Evaluation of Proposed Programs + Features

- Compile a master catalogue of all programs proposed to date, this will serve as a record of the beginning program evaluation and record the process of Program deduction.
- Identify core park programs
- Collaborate with the Community Services Department on the park programs required within the public Community Park component of the project.
- Research program precedents.
- Compile precedents, regional inventory of park features and programming, including evaluation of Griffin Structures for Sports Park and other existing prepared programs.
- Prepare technical papers for program proposal analysis + evaluation
- Research performance criteria (Policy guidelines, Spatial guidelines, and Financial + Operational guidelines).

A.1.1.2 Ranking + Prioritization of Proposed Programs + Features

- Develop performance criteria (Schematic Policy, Spatial and Financial/Operational Standards)
 - Present to the Board performance criteria for ranking and approval.
 - Prioritize non-core proposed programs.
 - Rank programs according to Board approved criteria.

DELIVERABLES:

- List of ranked park features and programming for inclusion in the Great Park.
- Board presentation to arrive at recommendation of park features and programs
- Great Park Features and Program Basis of Design Document in an 11" x 17" format, which shall include the following:

- Master index of ranked Park Features and Programming with associated performance criteria and policies.
- Prioritized list of Park Features and Programming proposals .
- Recommendations of park features and programming to be included in the Great Park .
- Matrix & criteria for future evaluations .

A.1.2 Develop and Create Overall Park Systems:

APPROACH: The Design Team will develop Park wide systems to support the holistic framework of the Great Park. These systems will create over arching layers, that will contribute to the Park aesthetically, environmentally, sustainably, and operationally. Park Systems will indicate scale and relationship of project components with specific features and area callouts and will also reference dimensioned drawings.

A.1.2.1 Develop Overall Circulation System.

PURPOSE: To develop a Park wide Circulation System within the Park and ensure the connections and integration with the regional systems. The Circulation System will develop and review critical alignments and circulation networks and will define typical surface materials and sections.

APPROACH: To develop the following Circulation Systems.

- City's fixed guideway system.
 - Coordinate with City on alignment, input into the development of the technology selection, stations, locations and connections for Fixed Guideway within the Great Park
 - Prepare design studies, indicating lay-out with the Park, section / elevations.
- Emergency and Maintenance Access/Egress.
 - Collaborate with City staff and the Orange County Fire Authority for necessary approvals
 - Prepare Fire Master Plan incorporating Emergency Egress as well as preliminary Orange County Fire Authority Emergency ingress and egress paths for interim, construction, and buildout conditions .
 - Prepare Maintenance Paths and Routing to Park Maintenance Yards.
- Parking
 - Utilizing parking analysis developed in the Great Park Master Plan, preliminary parking lay-out plans shall be developed that will include typical parking stall lay-out,

aisle ways, access roads, pedestrian path integration, parking medians and integrated planting for each designated parking location.

- **Trails - Ride, Hike, Bike**

Will be developed to the next level of detail from the Great Park Master Plan, the Major backbone trails, including secondary trails will be indicated. Trails will be developed to graphically indicate their relationship with other circulation systems and other adjacencies. Connections to the fixed guideway system will be shown. Trails will be integrated into the City's master plan of trails and bike paths

DELIVERABLES:

Deliverables will include 30 % level plans, sections, elevations, perspective imagery for each system individually as well as a composite of all systems. Plan lay-outs and design support documents shall indicate the relationship of circulation components, with one another.

A.1.2.2 Develop Overall Lighting Systems Design for Park

PURPOSE: A parkwide lighting system is to be developed to the Schematic Design Level. This will enable the project to evaluate City Lighting Standards, develop and support alternative Great Park Standards, anticipate budget for energy loads and develop sustainability approaches.

APPROACH:

- Review lighting requirements and City standards.
- Develop lighting concepts, illumination levels, park lighting standards and luminaire types for the Park.
- Identify lighting approach that is an alternative to City Standards taking into account sustainability, operations, management, security and overall lighting goals of the Great Park. Alternative standards to include all necessary documents, calculations and product cut sheets.
- Preliminary fixture selections with design of up to three (3) special luminaries.
- Calculate budget and energy loads to assist Park (not backbone) infrastructure estimates.
- Coordinate mock-up design, specification and review.
- Prepare presentation graphic materials and design support documents.

DELIVERABLES:

The format for this deliverable will consist of a report containing a series of tables and charts for all lighting elements and park areas. It will incorporate current recommendations of the Illuminating Engineering Society of North America, Dark Sky Association and California Title 24 Energy Code.

- A Park Lighting System Design Plan – Layout of a typical array of luminaires and spacing
- Section – Indicating luminaire mounting height and orientation
- Description of Designed Lighting Criteria – intensity, brightness, uniformity, illumination levels and wayfinding, including photometric calculations as approved in concept by the City's Public Safety and Community Services Departments.
- Description (Generic) of Luminaire Type- Distribution pattern, lamp type and general form
- Estimate of Energy Consumption – Watts per square foot/ meter/acre.
- Cost estimates
- Summary Report and design support document.

A.1.2.3 Develop Overall Environmental Graphics Systems Design for Park

PURPOSE: To determine environmental graphics for the park which will include public signage. Drawing documents to include Master Graphics Plan and environmental graphic typical type designs.

To propose an overall branding graphic approach to the entirety of the Great Park signage program which will include overall general appearance, park identity, and materials. The proposed architecturally integrated signage system will take into consideration the expansive Great Park grounds, including indoor and outdoor spaces, as well as the pathways between them:

Public Signage will include:

- Entrance signage
- Wayfinding to support operations and facilities
- Interpretive signage including signage to support major sustainability and educational aspects
- Regulatory signage
- Timeline graphics

APPROACH:

- Develop branding and signage needs and potential
- Develop environmental graphics program and standards

- Review existing sign code and Irvine City Standards for regulatory standards and review with City staff

DELIVERABLES:

- Establish Great Park Graphic Standards for signs and graphics
- Develop Environmental graphics program and incorporate regulatory signage and Great Park standards for submittal to City agencies.
- 11X17 Design support document, report, plans, and elevations for incorporation into Environmental Graphics System Schematic Design document set

A.1.2.4 Develop Overall Site Furnishing Systems Design for Park

PURPOSE: To develop Site Furnishing types and materials to support Park aesthetics and sustainable practices. Provide documentation on typical furnishing types and which furnishing types belong to which geographic areas of the Park.

Site Furnishing to include, but not limited to:

- Benches
- Picnics tables
- Trash receptacles
- Barbecues
- Drinking fountains
- Bicycle racks

APPROACH:

- Precedent research, including Irvine City Parks, Regional Parks and International Parks.
- Develop preliminary Site Furnishing Concepts.
- Review with City Staff for design and feasibility input.
- Develop final Site Furnishings Schematic level Concepts.
- Develop outline schedule indicating realm of magnitude quantity and locations by district or systems.

DELIVERABLE: Site Furnishings Basis of Design Document

- Precedent Research Document: including City, regional and international park precedents in site furnishing research.

- Site Furnishing System Plan, including type of site furnishings for each Park District, and preliminary estimate of quantities .
- Imagery and supportive drawings to define proposed site furnishing appearance, function, and materials for the Great Park.

A.1.2.5 Design interactive Water Feature Systems

PURPOSE: To develop the Park's Water Feature's at Trabuco Entrance, Lake Waterfall and Children's Interactive Feature and to evaluate other opportunities for Water Features within the Great Park. The design will develop and evaluate the type and appearance of the water feature, preliminary evaluation on how it will function, water quality and public interaction, energy load dependancies and sustainable approaches.

APPROACH:

- Review and further develop the project's ideas, drawings, illustrations and models for the purpose of evaluating scale, form space, adjacencies, and other important design issues and influences. Assess the technical implications for water feature opportunities and constraints
- Identify the infrastructure space requirements.
- Assess the technical implications for water feature opportunities and constraints.
- Refine the water feature design concepts.
- Analyze the technical requirements of the design with preliminary estimates of plumbing electrical and controls systems.
- Create 30 % level schematic sketches, drawings, written descriptions, photographic references for the water features.
- Coordinate interactive water feature vision with work on vision of lakes and streams (and integrate with the Engineering Scope).

DELIVERABLES:

- Schematic Design drawings (30 % level) including Plans, Elevations, Sections, Illustrations, Models , Animations, Written Descriptons, Calculations and Photographic References.
- A tabloid format booklet of the Design Materials in Power Point format will be delivered.
- Preliminary Estimates of Probable Construction Cost for the water features. The estimate will include general cost breakdowns of the structure, waterproofings, finishes, plumbing, power, lighting, controls, etc., as well as Contractor Overhead aspects of the proposed construction.

- Includes water quality, quantity and energy requirements for each water feature.

A.1.2.6 Develop Overall Planting Systems Design for Park

PURPOSE: To develop a preliminary Planting Plan indicating proposed plant community zones, planting approach and character, and key plant type selection and criteria . To provide planting and related landscaping plans for expedited construction documents for the Wildlife Corridor from Irvine Blvd to Borrego and for Agua Chinon from Irvine Blvd to Marine Way.

APPROACH:

For each park district:

- Develop landscape character related to park geographic themes, ecology, and sustainability.
- Develop planting systems to support native plant communities, agriculture, green structures and California Friendly concepts.
- Prepare Planting Basis of Design Document to communicate Planting Concepts and Goals, including information relating related to design, ecology, sustainability, and maintenance.
- Prepare Planting Concepts graphic materials to communicate ideas and concepts.
- Review with Orange County Fire Authority and City staff to address Fuel Modification requirements.

DELIVERABLES:

- Schematic planting plans indicating diagrammatic breakdown by plant communities, plant massing, or planting approach indicating their relationship with one another, by park district
- Drawing indicating typical sections of planting concepts to communicated ideas .
- Typical Planting Layouts to assist with Cost Estimating Validation .
- Planting Basis of Design Document to communicate Planting Concepts and Goals, including information related to design, ecology, sustainability, and maintenance, 11" x 17 " format.
- Enhanced planting plans to be incorporated into the final engineering grading plan set
- Agua Chinon and Wildlife Corridor Landscape construction documents

A.1.2.7 Create Irrigation Systems Design Plan

PURPOSE: To set irrigation design guidelines which will set the beginning minimum standard for the irrigation system design. The irrigation design guidelines shall include design criteria, irrigation construction details, irrigation specifications, sample sprinkler head legend and irrigation equipment legend. Provide Irrigation Design Development and Construction Documentation for Wildlife Corridor and Agua Chinon park districts

APPROACH:

- Refine and update estimated annual water consumption, peak irrigation flow demand and water pressure required for each irrigation point of connection.
- Provide water use analysis report indicating anticipated irrigation water use and water costs utilizing theoretical irrigation water use data based on historical evapotranspiration rates and IRWD water costs. Report shall consider long-term irrigation water use and water costs and how these costs and use could be affected by the addition of computer controlled weather based irrigation water management system.
- Provide written text to support water use and cost analysis and calculations
- Investigate new and existing irrigation design concepts, irrigation materials and equipment that would be appropriate for installation and operation of the Great Park Irrigation System. Irrigation design concepts, irrigation materials and equipment shall be reviewed and shall be selected on the basis of consistency with the sustainability goals of the Board and providing the appropriate means to help sustain the many different types of landscape through various irrigation application methods and the ability for the material and equipment selected to continue to hold up through their life cycle.
- Recommend up to three (3) candidate weather based irrigation central control system manufacturers for the review and approval by the Project team and the City of Irvine. Set up presentations by weather based irrigation central control systems manufacturers. Indicate capabilities and limitations of each control system, provide cost information and maintenance considerations. Make final recommendations.
- Prepare irrigation design guidelines which will set the beginning minimum standard for the irrigation system design. The irrigation design guideline shall include design criteria, irrigation construction details, irrigation specifications, sample sprinkler head legend and irrigation equipment legend.
- Provide support for construction cost estimates.
- Provide Irrigation Design Development for Wildlife Corridor and Agua Chinon
 - Prepare irrigation facilities plan indication irrigation water service location, irrigation flow requirements, irrigation controller electrical services requirements, determine potential limits of irrigation systems controlled by each irrigation point of connection and associated irrigation controllers and determine possible communications requirements for interface of weather based central irrigation computer with in field irrigation controllers.

- Provide preliminary irrigation mainline routing
- Update and refine master irrigation construction specifications
- Update and refine master irrigation construction details.
- Review and comment on irrigation construction cost estimates provided by others.
- Provide Irrigation Construction Documentation for Wildlife Corridor and Agua Chinon
 - Review reclaimed water irrigation mainline POC's size, available pressure and flows as shown in Design Development package.
 - Provide irrigation construction document plans, including heads, pipe, valves and related equipment.
 - Coordinated irrigation utility requirements with Project Team as required
 - Prepare plans for use with Non-Domestic water and submit plans to Irvine Ranch Water District for approval, if appropriate
 - Provide final irrigation construction details, construction notes and irrigation legends
 - Provide final irrigation specifications
 - Prepare final irrigation plans for Bid & Construct final submittal.
 - Review and comment on irrigation construction cost estimates provided by others.

DELIVERABLES:

- Irrigation flow demand, irrigation water use consumption and irrigation water cost calculations shall be provided in an 8-1/2" x 11" format.
- Irrigation design concepts, irrigation materials, and irrigation equipment review information and selection process shall be provided in an 8-1/2" x 11" format.
- Written analysis of weather based irrigation central control systems and how they meet or do not meet project requirements.
- Irrigation design guidelines provided in a spiral bound booklet in an 8-1/2" x 11" format.
- Autocad drawing of irrigation system design for schematic phase
- Irrigation Design Development for Wildlife Corridor and Agua Chinon

- Irrigation area boundary limits for each point of connection
- Proposed locations of irrigation master valves and flow sensors for irrigation system
- Proposed schematic location mainline pipe routing and proposed irrigation mainline pipe sizes
- Flow requirements for each irrigation point of connection
- Proposed irrigation controller locations and conduit routing for future irrigation requirements
- Irrigation Specifications – based on approved irrigation design and irrigation materials developed for Design Development – 8-1/2" x 11" format.
- Irrigation Construction Documentation for Wildlife Corridor and Agua Chionon
 - The Irrigation Construction Documents shall be at an appropriate scale to show sufficient detail of the irrigation system design listed in construction document scope of services section of the proposal.
 - Irrigation Specifications
 - Based on the final irrigation design drawings and irrigation materials used to prepare irrigation construction documents, prepare irrigation specifications package. Specifications shall be provided in an 8-1/2" x 11" format.

A.1.2.8 Develop Overall Color Palette and Finish Material Systems

PURPOSE: To develop a color palette/materials finish system for the entire Park that will guide future phases of development within the Park

APPROACH:

- Preliminary color palette selection and material finish selection.
- Prepare color mock-ups.
- Final schematic level color palette and material finish selection.

DELIVERABLES:

- Color / Finish Guideline document by Park District to include a key map indicating park districts that will key to color chart and potential finishes in an 11' x 17' format.

A1.2.9 Develop Overall Media/Technology Systems

PURPOSE: To identify, develop and incorporate media / technology within the Great Park for operations, security and information system

APPROACH:

- Identify media/technology components for the park(examples: telephone, computer, security cameras, wi fi, etc.)
- Identify energy technologies and potential infrastructure requirements.
- Meet with City Staff to identify and review media/technology alternatives.
- Develop Media / Technology System plan.

DELIVERABLES:

- Media / Technology criteria document (approximately 50 page report) .
- Media / Technology Plan (approximately 50 page report).

A.1.2.10 Safety and Security Systems

PURPOSE: To develop the Park Safety and Security throughout the Park.

APPROACH: Meet with City Staff and City of Irvine Police department to review Park operations and security. Develop Park Plan indicating Safety and Security concepts for the Park

DELIVERABLES: Prepare Park Safety and Security Plan and Report accompanied with imagery as required to convey Safety and Security schematic level documents, including required technology and emergency evacuation routes (fire or earthquake)

A.1.2.11 Fire Plan

PURPOSE: To incorporate Orange County Fire Authority input and directions that will support the development of the Great Park and future submissions for emergency access.

APPROACH:

- Meet with City Staff and Orange Country Fire Authority representatives to review and develop current Park plans.
- Develop Fire Master Plan which shall include Emergency egress pathways, fire hydrant locations, fence and gate locations, identifiable building designations.

DELIVERABLES:

- Prepare Fire Master Plan incorporating Emergency Ingress and Egress and Fire Hydrants as well as Orange County Fire Authority Emergency regulations appropriate for a Schematic Level drawing package for approval by Orange County Fire Authority

A.1.3 Develop and Prepare Design Drawings for Park Districts:

PURPOSE: Design Drawings to be developed to define the character, form, and scale for areas of the Park with emphasis on the individual Park districts. Prepare design drawings including plans, sections, elevations, perspectives and study models to flush out design ideas, to be utilized to communicate design intent.

APPROACH: To develop the site plans for each Park District indicating integration of Park Program and Features within each Park District, as well as the relationship to adjacencies. The development shall include, but not limited to the following areas:

- Lake and Cultural Terrace – Plan layout and sections
 - Terrace area design, walkways, trails, seating, and public spaces
 - Lake edge development
 - Integration and siting of Cultural Terrace programs
- Botanical Gardens - Plan layout and systems
 - Identification of types of Botanic Garden facilities
 - Identification of public use programs
 - Development of organization structure
 - Development of horticultural and botanical programs and infrastructure requirements.
- Upper Canyon – Plan layout and sections
 - Design of grading , parking, bridges, stream, trails, habitat development and integration and siting of Upper Canyon park programs.
- Lower Canyon – Plan layout and sections
 - Development of the layout and integration of bridges, pedestrian paths, and park programs.
- Orchard Parking – Plan layout and sections
 - Parking lot layout development with pathways, bikeways, orchards, and grading

- Development of Green Parking Lot design and landscape, supporting the Green Street initiatives
- Fields and Bosque – Plan layout and sections
 - Design of layout of Bosque and Fields incorporating terraforms, related park program, walkways, pocket parks, park systems and green features.
- Promenade / Timeline – Plan layout and sections
 - Schematic Design of Timeline elements including related park programs
 - Promenade layout including walkways, Landscape Features, and Park programs and systems.
- Sports Park - Plan layout and sections
 - Sports program layout including associated support programs, walkways, and parking.
 - Includes integration of Park Programs
- Trabuco, Orchard, Agua Chinon, and Palm Canyon Entrances – Plan layout and sections
 - Site Plan layout- schematic development to include integration of Park Program and Systems.
 - Development of green design and landscape, supporting the Green Street initiatives
 - Trabuco Entrance to include – fountain design, walkways, integration of park program and features, and public space development.
 - Orchard Entrance – Site layout including the integration of vehicular, fixed guideway, shuttle, bike and pedestrian arrival.
 - Agua Chinon Entrance – Site layout including the integration of vehicular, maintenance, fire, equestrian, bike, and pedestrian arrival.
 - Palm Canyon Entrance – Site layout including the vehicular egress into the Parking Lot from Irvine Boulevard, schematic layout of Parking and pedestrian arrival into the Canyon
- Agua Chinon – Plan layout and sections for the entire Agua Chinon
 - Include public access, circulation, habitat features and nature interpretation, and public connection including schematic plans for LIFOC areas to be released in the future.

- Design Development and Construction Documents will be developed as defined by the staging decisions for the Agua Chinon development.
- Wildlife Corridor – Plan layout and sections for the entire Wildlife Corridor
 - Enhancement beyond the Stage II improvements for the section between Irvine Boulevard and the Borrego Flood Control Channel, including schematic plans for LIFCO areas to be released in the future.
 - Design Development and Construction Documents will be developed for the section of the Wildlife Corridor between Irvine Boulevard and the Borrego Flood Control Channel.
- Art Development and Integration – Plan layout and sections
 - Development, integration of Art into the Park
 - Plan map indicating Art locations
 - Sections/Elevations indicating integration and relationship of Art in the Park

DELIVERABLE:

- Schematic Drawings that will indicate the development of all the Park Districts and include siting of Park Features and Programs and their relationship to adjacencies
- Site Plans
- Plan blow-ups at an appropriate scale to indicate detail
- Sections / Elevations
- Sketches that will indicate the siting of Park Program elements and their relationship to adjacencies
- 3D Modeling and perspectives to convey Design Ideas
- Permit-ready construction documents for the the section of the Wildlife Corridor between Irvine Boulevard and the Borrego Flood Control Channel and the Agua Chinon
 - Design Development and Construction Documents for Agua Chinon as described above will include - Hardscape, habitat features, trail layout, and Planting Plans at a scale of 1"=40'
 - Design Development and Construction Documents for Wildlife Corridor as described above will include fire access and Maintenance path layout and details, habitat design, and planting plans a scale of 1"=40'

A.1.4 Prepare Schematic Design Drawing Package:

Documentation of parkwide systems and the geographic character of the Park. The Design Team will prepare and provide schematic level design drawings for city workshops and

review. Schematic Design drawings will be formatted into a standard document set – i.e. 36" x 42" with varying scale and will include blow-ups at appropriate scale to communicate detail as required.

DELIVERABLES

- Final Schematic Design Park Site Plans will include but not be limited to:
 - Vicinity Map
 - Park Districts Plan
 - Building Site Plan
 - Circulation Plans including emergency, maintenance, vehicular, alternative transportation and pedestrian trails.
 - Delineation of hardscape and softscape areas
 - Parking Lot Layouts, including access and egress.
 - Park Program and related square footages
 - Neighborhood Integration
 - Lighting
 - Environmental Graphics
 - Site Furnshings
 - Safety and Security
 - Fire Plan
 - Irrigation
 - Planting Systems
 - Environmental Graphics
 - Water Features
 - Interim Uses Plan
- Grading Plans (Teraforms) that will have sufficient contour line, pad elevations for facilities, structures and water elevations with information and spot grades as to inform the civil engineer prior to engineering grading plan integration.
- Schematic Hardscape Plans and schematic level details that will define and locate paved areas, walls, curbs, fences, rails, gates, water features, lighting, graphic, art, habitat and interpretive elements, maintenance yards, and site furnishings.
- Schematic Planting Plans indicating preliminary tree, shrub ground cover massing and preliminary planting details. Includes planting material legends, notes and schematic level details.
- Incorporation of Irrigation Schematic Design Plan into the Schematic Design Drawing Package.

- Incorporation of Fire Master Plan into the Schematic Design Drawing Package
- Plans, sections and elevations, and schematic level details for specialized features including but not limited to playgrounds, sitting areas, specialty gardens, detailed recreation spaces, art integration, ecological and sustainable features development, etc.
- Site Elevations and Sections that will include Park features such as: paved areas, water bodies, planting areas, and facilities. Scale varies
- PowerPoint presentation for the Great Park Board

A.1.5 Develop Architectural Features:

PURPOSE: Develop and prepare building program and identify location and footprint layout for facility structures, along with defining building character, building orientation, size, feasibility (determination of no fatal flaws) and bridge architecture

APPROACH: Develop and prepare schematic level building elevations, bridge general plans and sections. Facility structures including, but not limited to:

- Overall park structures "Park-itecture" (Restrooms, Shade Structures, Cafes, Bicycle Stations, and other Park Accessory buildings)
- Maintenance facility
- Cultural Terrace,
- Air Museum,
- Conservatory Bridge,
- Three Distinct Canyon Bridges and One General Foot Bridge,
- Historic Aircraft Hanger renovation / Visitor Center,
- Trabuco Gate and pavilion restaurant and the café
- Overall park structures "Park-itecture".

DELIVERABLES:

- Building Footprint Plans
- Plans, elevations, and sections for the above listed structures
- Elevations (360° architecture)/ Sections for all of above
- Sketches and/or 3D Modeling

A.1.6 Develop and Create Great Park Master Design Standards:

PURPOSE: To review the City of Irvine's Park Planning Guidelines, Landscape Guidelines, Transportation Guidelines, and Standard Plans and any other applicable City plans, standards, or guidelines as they relate to the Park. Develop alternative Great Park Design Standards to include specialized standards for Park elements such as but not limited to streets, parking areas, lighting, site furnishings, paving materials, graphics, play equipment, water features, landscape, irrigation and other Park features identified in the Great Park Design Matrix

APPROACH:

- Review existing City of Irvine Standards as they apply to the Great Park
- Prepare Great Park Design Standards Matrix which shall list those items that the Great Park is reviewing for a potential alternative.
- Develop Outline for new Great Park Standards considering the following criteria: safety, functionality, appearance, vandal resistance, cost of operation, long term maintenance and ADA.
 - Meet and collaborate with City on Preliminary Outline for proposed new Great Park Standards.
 - Develop Preliminary Great Park Standards to be reviewed with City Staff for feasibility.
- Submission to the City with a detailed study of the individual design standards requested by the Design Studio as an alternative.
 - Develop Final Great Park Standards to be reviewed with the City Staff .
- New Great Park Standards will require approval of the alternatives to the existing City of Irvine Standards prior to being adopted into the final Schematic Design.

DELIVERABLES:

- Great Park Standard Matrix identifying City Standards the Great Park is evaluating for an alternative, format 11" x 17" document
- Great Park Standards Document (alternative to City standards) adopted by the City

A.1.7 Presentation, Coordination and Outreach:

A.1.7.1 Prepare Presentation Material for Client, City and Stakeholder Meetings:

- Provide Corporation with copies of all presentations for review, comment and approval at least five working days prior to public preview or presentation.
- Power Point Presentations (6 total)

- Prepare New Presentation Material:
- Photo Montages,
- Perspective Images
- Rendered Site Plans
- 3D modeling
- Physical working (non-presentation) Models that will be utilized to understand form, scale and relationships (total 2)

A.1.7.2 Participate in City Meetings:

- Participate in City Department Workshops - working with City and County Departments and other Agencies to review Great Park Design Guidelines and Schematic Design Drawings for comment and review. (bimonthly workshops)
- Client shall be invited to participate in over the shoulder review meetings - addressing various Park issues during the Schematic Design phase (weekly meetings)
- Participate in Neighborhood Integration work sessions with Heritage Fields and prepare drawings to communicate ideas for Neighborhood integration, for example streetscapes - working on various issues during the Schematic Design phase (weekly meetings)
- Participate in stakeholder meetings and prepare presentation material as required (10 total)
- Outreach and Public Engagement as required in support of strategic communication efforts
- Engage with public interest groups and respond to ongoing public comments and questions regarding sustainability, park design, and park features
- Work with Great Park Corporation and the City of Irvine to develop sustainability, park design, and park features aspects of press releases, public presentations and media-ready publications.
- Attend six (6) public presentations during the Schematic phase

DELIVERABLES:

- Boards, slides and other presentation materials needed to communicate sustainability, park design, and park features strategies during public presentations and outreach activities
- Attend Board meetings, and other meetings as outlined above

A.1.7.3 Lennar Coordination:

Participate in regular meetings collaborating with Lennar and City Staff on Neighborhood Integration

- **Streetscape and Vehicular Connectivity**

Purpose: Work with Lennar and City staff to develop a vehicular connectivity and Great Park experience, extending the park experience along Marine Way from Sand Canyon to Alton Parkway, Trabuco Road from Sand Canyon to the Great Park Trabuco Entry, "O" Street from Marine Way to Irvine Boulevard, Irvine Boulevard from Sand Canyon to the Borrego Flood Control Channel, "T" Street and "A" Street. Included is consistency of Landscape Design, Trail alignment and widths, Green Street initiatives, and overall character in order to have a seamless integration of adjacent properties within the Great Park.

Approach: Regular coordination meetings with adjacent property owners to present, discuss, and develop direction. Prepare documents for weekly coordination meetings which describe current design and approach for discussion and collaboration.

Deliverables: Recommended Streetscape plans and sections of the above mentioned streets including green travelway guidelines, planting character and plant types, to describe typical conditions. Plans and Sections are to be fully coordinated with and receive the approval of the City,

- **Trails, Bicycle and Pedestrian Connectivity**

Purpose: Regional connectivity to existing trail networks of the City of Irvine and adjacent communities. Coordinate with adjacent property owners to connect the regional trail connections described in the Great Park Master Plan with the existing trail network through adjacent properties.

Approach: Coordination meetings and workshops including City Staff to develop connectivity, respecting the regional trail connections described in the Great Park Master Plan. Coordinate the trails into the streetscapes.

Deliverables: Trails Plan showing alignments of trails, including trail types and surfaces. Include trails into the streetscape plans and sections. Additional plans and sections as needed not to exceed 20 plans and/or sections.

- **Edge Conditions**

Purpose: Coordinate with adjacent property owners and City Staff on the development of edge conditions including but not limited to, grading, utilities, drainage, points of entry, land uses, planting approach and definition of property boundary.

Approach: Develop plans and coordinate with adjacent properties for integration of Great Park and adjacent property design intent. Coordination meetings to

present and compare current direction. Discuss and develop consistent information to ensure cohesive edge conditions.

Deliverables: Plans showing necessary edge conditions which include adjacent property owner's current information which ensures a seamless integration at the Great Park property boundary.

- **Fixed Guideway Coordination**

Purpose: Coordinate with adjacent property owners and the City of Irvine and their design consultants for the fixed guideway interface including precise alignment, location of stations, station architecture, easement treatment and design standards for the fixed guideway. Ensure that the guideway system is consistent throughout the park and that at its interaction with the park respects the design intent of the Great Park.

Approach: Coordination with City and their design consultants and adjacent property owners. Meetings to present current work, discuss cohesive direction, outline action items and develop input to the schematic design for fixed guideway interaction with Great Park.

Deliverables: Schematic design of the fixed guideway related park features. Develop design standards to describe parkitecture and continued design of the corridor.

- Coordinate with and support City Staff in reviewing design guidelines, park and trail plans, and subsequent discretionary application submittals by Lennar on the developments of Heritage Fields in its relationship and impacts to the Great Park development.

A.1.8 Horticultural Services

A.1.8.1 Education and Partnering

APPROACH:

- Research Horticultural practices in Southern California and coordinate with the Design Team for application to planting strategies and design in the park.
- Organize and facilitate water conservation incentive program meetings with IRWD, MWDOC and MWD
- Collaborate with Design Team and City staff in developing educational recycling programs, green waste process, specifications, soil amendments and other recycling opportunities for the Park
- Collaborate with City staff in the development of a Park fund raising or contribution program specifically related to Horticultural donations.

- Coordinate and advise the City staff with regard to the SCE and other tree donations program. Assist the Great Park in determining specific tree quantities and sizes that will meet Schematic Design specifications and timelines.
- Advise on operational requirements for establishing a preservation nursery in the park including but not limited to oak trees, citrus and SCE trees.

DELIVERABLES:

- Monthly reports on ongoing collaborations. .
- Horticultural Services Summary Document – Format 8-1/2 x 11" describing completed scope of services noted above, including water conservation incentive programs, educational recycling programs, Park fund raising or contribution programs specifically related to Horticultural donations, and operational requirements for establishing a preservation nursery
- List of Tree donations/salvage and coordination with SCE

A.1.8.2 Landscape and Natural Resources Function

APPROACH:

- Utilize existing inventory of ornamental, native and agricultural trees and other significant vegetation resources on Park property
- Great Park Design Studio to select plant materials that meet the site theme, maintenance standards and sustainability goals.
- Provide information concerning storm water Best Management Practices (BMP's) that relate to green engineering.
- Advise on the potential development and management of the Park's nursery and / or staging area as it supports Plant Procurement Strategies.

DELIVERABLES:

- Horticultural Services Summary Document – Format 8-1/2 x 11" describing completed scope of services noted above, including plant materials that meet the site theme, maintenance standards and sustainability goals, storm water Best Management Practices, and development and management criteria for the Park's nursery and/or staging area

A.1.9 Technical Support

A.1.9.1 Review of Cost Estimates

Review Cost Estimates: Design Team to provide input and review of Great Park cost estimates for quality assurance and quality control.

A.1.9.2 Planting Strategies /Phasing / Procurement Strategies

PURPOSE: In developing the Great Park, planning to ensure that plant material resources are available at the time of construction. The scope of services described here are to develop a Plant Procurement Strategy.

APPROACH:

- Review project for Planting phasing and plant material availability
- Establish a Plant Procurement strategy and impact on planting design
- Prepare a list of potential vendors
- Prepare timeframe schedule
- Prepare Procurement Procedure Guidelines for vendors

DELIVERABLES:

Planting Procurement Strategies Document – 8-1/2" x 11" format to include,

- Plant Procurement Strategy
- List of Potential Vendors and long lead items
- Procurement Procedures Guidelines for vendors
- Strategies for potential Tree Farm or Plant Staging areas.

A.1.9.3 Planting Soil Testing and Assessment

PURPOSE: Plant growth requires that soils be biologically suitable in order to be supportive of the metabolic root activities. The desirable soil properties for plant growth are different from the properties which are desirable for civil engineering. The methods of testing are also different. The following soil testing services are to support soils suitable for plant growth.

With the understanding that mass grading would be one of the initial construction steps for the Park project, it is very important that soil testing is performed to determine a strategy for soil stockpiling.

APPROACH:

- Sample soils from future planting areas and areas of borrow soils
- Take 600 soil samples. Inspect the soil for conditions that may affect plant growth.
- Analyze 600 soil samples for essential and nonessential elements, pH, presence of limestone, salinity, determine soil texture, determine the

concentration of total nitrogen and total organic carbon, and measure organic matter content.

- Grow monocots and dicots in the sampled soil with and without activated charcoal. Determine whether substances inhibitory to plant growth are present in each of 50 samples. Compare the growth of the sampled soil to a known good reference sample.
- Interpret the soil analyses and other findings in writing.
- Recommend specifications for soil reuse and for soil preparation if growth is feasible.

DELIVERABLES:

- Written report interpreting the soil analyses and other findings. Reports are to be reviewed and approved by the City.
- Recommend specifications for soil reuse and for soil preparation

A.1.9.4 Outline Specifications

PURPOSE: To Develop Outline Specifications for the Great Park

APPROACH: Compiling information from Design Team. Integrate City of Irvine's standard procurement and contracting documents, including General Conditions and Special Conditions (Division 1, General Requirements), into Outline Specifications.

DELIVERABLES:

Schematic Design Phase Outline Specifications

- Preliminary listing of specifications section titles and numbers only. Format will be Specifications section titles and numbering: Construction Specifications Institute's Master Format (latest edition) for review by City staff
- Final Outline Specifications in the Format listed above

A.1.9.5 Maintenance and Operations Collaboration

PURPOSE: To Collaborate with City staff in developing Maintenance and Operations criteria that would assist in providing pertinent information to direct the design of the Great Park in maximizing Park Maintenance and Operational factors.

APPROACH: Meet with City Staff to establish Maintenance and Operation specifications.

DELIVERABLES: Prepare Maintenance and Operation Document that will consider Operation criteria and maintenance considerations

A.2 Park Ecology and Habitat

The Great Park Ecological Guidelines Document will be developed specifically for the entire park and focus on the ecology of Southern California. The Guidelines will also reflect the Board's adopted sustainability goals.)

A.2.1 Ecological Guidelines

- Plan indicating habitat types and showing locations that are ecologically functional, based on A.2.3 Park Ecology and Natural Habitats findings, within the park districts.
- Written matrix of ecological requirements.
- Criteria and guidelines to support ecological based practices for the wildlife habitat areas (wildlife corridor, Agua Chinon, Upper Canyon, and other identified niche natural habitat areas)
- Prepare Park Ecology and Habitat Plan to support ecological based practices during the development of grading plans, erosion control, trail alternative locations design, and maximize access natural habitat areas. Emphasis will be on the use of native, non-invasive, species and sustainable ecological components.
- Prepare science concepts and ideas for the Interpretation Program.

DELIVERABLE:

- Written Ecological Guidelines manual, with concept drawings to inform schematic design decisions. Format will be 8-1/2" x 11" and include drawings at appropriate scale. The Guidelines will include, as a minimum:

- Wildlife habitat areas:

Defined ecologically-based criteria and guidelines for wildlife habitat areas (wildlife corridor, Agua Chinon, Upper Canyon, and other identified niche natural habitat areas), based on A.2.3 Park Ecology and Natural Habitats findings.

- Water systems:

Defined ecologically-based design criteria for water systems (Lake and Canyon Creek and other).

- Center for Living Park interface:

Interface considerations (i.e. grading, erosion control, trail alternative locations and design, and access to maximize natural habitat areas).

A.2.2 Botanic Garden (This is addressed in Section A.1.3 as revised)

A.2.3 Park Ecology and Natural Habitats –

PURPOSE:

- Determining the ecological and scientific requirements for planting of the natural habitat areas.
- Establish microhabitat and niche requirements of target wildlife species.
- Determine and prepare metrics to measure the ecological interplay of Great Park landscapes with surrounding natural habitats.
- Determine baseline conditions of adjacent natural areas (for example: review existing adjacent properties outside the project scope, and determine through scientific means how ecological patterns will change due to development of adjacent properties and the Great Park, including ecological threats and opportunities prior to construction of the Great Park).
- Define site preparation strategies to maximize cost-effective recruitment of new fauna and flora as soon as mass grading is complete.
- Participate in communications, meetings, and presentations regarding the natural area design decisions.

DELIVERABLES:

- Written report for staff review, including Design Support Document and diagrams summarizing above tasks, format will be 8-1/2" x 11", including ecological and scientific requirements for planting of the natural habitat areas, microhabitat and niche requirements of target wildlife species, metrics to measure the ecological interplay of Great Park landscapes with surrounding natural habitats, baseline conditions of adjacent natural areas, and site preparation strategies.
- Supporting documents for construction documents as required.

A.3 Engineering Support Coordination with Design Features

PURPOSE: To coordinate with Civil Engineering and incorporate engineering requirements and design standards into Park Design Features, including but not limited to the following:

- Site Preparation
- Environmental Remediation
- Stormwater management
- Water Quality
- Habitat Mitigation and Restoration

- Circulation
- Utilities within the park
- Stream and Lake Design
- Bioswale and Natural Treatment Systems
- Site Grading

APPROACH: Meet with Engineer and attend workshops as required for coordination.

DELIVERABLE: Redline drawings, sketches and written comments.

A.4 Sustainability.

A.4.1 Sustainability Management System (SMS)

PURPOSE: Create a formal and rigorous method for reviewing, promoting and enforcing the sustainability objectives across the designed aspects of the entire project.

APPROACH:

- Three (3) focused Sustainability workshops to present the SMS for review and comment by the design team and the City staff.
- Identify opportunities for sustainability to be improved and implemented in each aspect of design in the park.
- Products, equipment and techniques will be identified not only in Landscape Architecture, but also in Civil and other Engineering disciplines, as well as Architectural Design.
- Inform the development of options and assess any options that are put forward by the design team. Rate options in terms of their performance against the key sustainability principles.

DELIVERABLES:

- A written Sustainability Management System (SMS) document including 12 features approved in concept by the Board and based on Preliminary Master Plan sustainability work. This document will cover all aspects of sustainable design and be a monitoring and reporting tool for the entire design team.
- Monthly SMS reports issued to all members of the design team and City Staff.
- A presentation and approval of the SMS document to Great Park Board.
- Final assessment of Great Park sustainability submitted with Great Park Schematics package.

A.4.2 Energy Master Plan

PURPOSE: To establish Sustainable Energy opportunities for the Great Park by providing energy master plan services, resulting in a Comprehensive Energy Master Plan report

APPROACH:

- Energy demand calculations based on approved Master Plan and phasing information.
- Strategies for building and park mechanical / electrical systems to reduce demand .
- Renewable energy generation and on-site energy supply calculations.
- Coordination with City staff for coordination with Heritage Fields Energy Plan and other regional energy initiatives.
- Integration of Energy Planning goals into building design, lighting designs, sustainability special features and other energy-related park elements.
- Greenhouse Gas emissions and absorption calculations based on Energy Master Plan and Great Park Schematic Plan.

DELIVERABLE:

- Comprehensive Energy Master Plan report included with Great Park Schematics package.

A.4.3 Sustainable Park Features

PURPOSE: Provide sustainable Park special features resulting in schematic design drawings package for Special Features for costing and approval. Develop park features in collaboration with engineers, ecologist, artist, sustainable expert, educators and landscape architects.

APPROACH:

- Identification of potential key projects in the park which exemplify sustainable design and ' Center for Living Park' concept [Energy, Materials, Water, Nature, People]. Potential special features will include park elements such as a one – acre PV canopy, biomass energy facility, composting/ recycling center, runway stone structure, etc.
- Develop a method for connecting and correlating the special features as a set of inter-related elements that demonstrate a strong commitment to sustainable design.
- Research, site visits and documentation of other built examples of technologies similar to proposed special features.

DELIVERABLES:

- Life Cycle Cost evaluation [original cost and operating costs) for each 'Special Feature' including purpose, benefit, location, programmatic area requirements, construction cost estimate, funding opportunities, operation cost estimate, potential operators, etc.
- Conceptual drawings / renderings of each special feature
- Schematic Design Drawing package for 'Special Features' for costing and approval

A.4.4 Sustainability Products Research and Documentation

PURPOSE: To provide recommendations on sustainable design and construction products for use at the Great Park

APPROACH: Research sustainable materials and products

DELIVERABLES:

- Create 11"X17" Design Support document with sustainable materials and products research
- Report incorporating research materials, cost estimates and types of products

A.4.5 Preservation Plan

PURPOSE: To evaluate, catalogue, potential preservation pieces on El Toro MCAS, communicate with Great Park Corporation and Property Owners on potential for salvaging

APPROACH: Site Survey of potential preservation pieces, meet with Corporation and Lennar on potential for salvage, create Preservation Document

DELIVERABLE: Catalogue of Preservation pieces for salvage as developed under the Master Plan

A.5 Structural Engineering

PURPOSE: Provide structural engineering schematic design level drawings, including details for the five (5) bridges in the Park supporting Architect and Landscape Architect's designs. The scope of work includes structural, electrical, plumbing and fire protection and Landscape Architect's engineering for the Conservatory Bridge over the Lower Canyon (connecting the Cultural Terrace to the future Botanical Gardens) and the Trabuco Gate entry structure. Also included is structural engineering support for Landscape Features.

A.5.1 Structural Engineering – Bridge

APPROACH:

- Conservatory Bridge Structural Schematic Design

- Planning and organization of structural systems including foundations, main span, and cladding system
- Coordination's with geotechnical engineers to determine scope of site investigations and evaluate possible foundation systems.
- Options analysis and internal design workshops to identify highest value solutions for structural systems
- Regular Bridge Design workshops for a total of six (6) workshops during this stage
- Conservatory Bridge – Mechanical/ Electrical/ Plumbing (MEP) Schematic Design
- Evaluation of the required Dry / wet utilities and Fire Protection systems. It is assumed the Conservatory Bridge will not be indoor, conditioned space, and therefore not require HVAC engineering
- Apply applicable national and state code requirements

- All other bridges –
- Schematic Design for all other bridges
- Collaboration with Lennar on "T" Street Bridge

DELIVERABLES:

- Conservatory Bridge - Complete Schematic Design package
- All Other Bridges – Complete Schematic Design package
- Schematic Design package shall include drawings, plans, sections and Elevations and Technical reports, calculations, and cost estimates
- Mechanical, Electrical, Plumbing and Fire Protection schematic design drawings and supporting documents.
- Energy code compliance review

A.5.2 Structural Engineering – Buildings and Landscape Features

APPROACH:

- Building and Landscape Features Structural Schematic Design
- Planning and organization of structural systems including superstructure and foundations systems
- Coordination with geotechnical engineers to determine scope of site investigations and evaluate possible foundation systems.
- Options analysis and design workshops to identify highest value solutions for structural systems
- Attendance at coordination meetings with Design Team and / or City Staff

- Building - MEP Schematic Design
 - Evaluation of the required Electrical, Plumbing and Fire Protection systems for all buildings.
 - Apply applicable national and state code requirements
 - Attendance at coordination meetings as required. (Monthly meetings and workshops during this stage)
- Building – LEED Certified Schematic Design
 - Conduct one day workshop with Design Team and City staff members to explain the LEED process
 - Assess the opportunities for various certification levels
 - Determine the appropriate level of certification
 - Develop guidance on the LEED points
 - Prepare LEED concept narrative report and supporting documents, including preliminary point summary.

DELIVERABLES:

- Evaluation report on the required Electrical, Plumbing and Fire Protection systems for all buildings
- Drawings, Plans, Sections and elevations and technical report, including LEED concept narrative with preliminary point summary
- Building - Structural Schematic Design
 - Schematic design narrative including proposals and preliminary sizing of primary structural systems of superstructure and foundations, plans, and sections, outline specifications
- Mechanical, Electrical, Plumbing and Fire Protection schematic design document, including scheme design drawings and "basis of design narrative.
- Preliminary energy code review to determine requirements for building to meet code.

A.6 City of Irvine Park Development Process Support

A.6.1 Cultural Institution Programming

PURPOSE: Assess the projected needs for cultural institutions/facilities within the Park for the purpose of providing critical programming data for the detailed design of the Park.

APPROACH: In collaboration with the professional cultural consultant¹, perform a regional

¹ Resnicow Schroeder scope and fee proposal included under Gafcon oversight

needs assessment for cultural facilities including supply, demand, types of appropriate cultural institutions/venues and building space requirements for each type of venue. Identify gaps in the regional cultural offerings and those existing facilities seeking a new location for expansion or other reasons. Forecast visitor projections for each type of cultural venue in program and assess impact on parking demands and needs assessments for retail, restaurant, and specialty uses. Provide assessment data and recommendations to the City Staff.

Deliverable: A written assessment of regional cultural supply and demand. Identify potential cultural opportunities for location within the park. Estimate the space and special requirements for each opportunity and the estimated annual attendance to each venue and determine consistency with the Approved Master.

Identify revenue opportunities with report of needs assessment

A.6.2 Forecast Park Visitor Projections/Needs Assessment

PURPOSE: Prepare a forecast of park visitor projections for the purpose of estimating operating and maintenance needs and costs, parking demands, transit system demands, outside the park lodging demands, and the programming of cultural, retail, restaurant, entertainment, and other specialty uses for the entire Park based on the Approved Master Plan. Provide support to the Design Team for park programming of private development opportunities, traffic and parking impacts, and other design issues.

APPROACH: Collect and analyze demographic, tourism and park visitor data of comparable large urban parks. Establish park visitor projections based on park visitor projections and written assessment of regional cultural supply and demand.

Deliverable: A written report including a forecast of annual park visitors to each district, annual number of vehicles and needs assessments for all proposed parking, cultural, retail, restaurant, entertainment, lodging and other specialty uses identified in the Master Plan. Estimated annual attendance to each park venue and revenue projections shall also be provided.

A.7 Embedded Design Support Services Insert names in all position descriptions

Title	Description	Percentage
Project Principal CEO	The Project Principal and Chief Executive Officer provide strategic interface on behalf of the GPDS. In this capacity, they act on behalf of the Joint Venture Board of Directors and the client to plan, direct, and control all phases of GPDS's effort to include design management, daily project management and operations of the Studio. Working with the Project Principal, the CEO prepares proposals and negotiates with the client for all phases of the OCGP development, provides guidance to staff and ensures that coordination efforts between the design studio, the OCGP Corporation and other interested parties takes place in a cooperative and productive manner.	Project Principal 50% CEO 15%

Title	Description	Percentage
Director of Operations, Great Park Design Studio	Position is responsible and accountable for managing day-to-day operations of the design team and the Studio. Ensures that policies and procedures are in place and enforced, chairs all team meetings, directs the administrative staff and interfaces with the client on all issue affecting the development of project documents. Manages the project controls, scheduling, estimating and contract administration staff ensuring deliverables are completed on time, within budget and within the expectations of the client the Senior Design Project Manager and the Director of Design. Conducts interdisciplinary/constructability reviews as an effective method of reducing errors, omissions, and ambiguities in construction documents.	15%
Director – Design Studio	Position is responsible and accountable for managing more than 20 consultants in the development of 11 park district designs on behalf of the Studio. Ensures that projects undertaken by the group are completed on time, within budget and within the expectations of the client. Provides guidance and coordination between the design team and the engineering team to ensure continuity of planning and civil engineering design within the context of the Master Designer's concepts. Reviews scopes and budgets associated with civil work, reviews plans and specifications, schedules and performs coordination of plans for all phases of the program	60%

Title	Description	Percentage
Senior Construction Administration Manager	This Position has responsibilities in design, engineering and construction phase of the contract. As part of the engineering phase, works with the engineering team in providing guidance and expertise on technical issues of construction processes and methods to enable the effective development of concepts and implementation of design strategies. Assist in the development of cost estimates, schedule development, performs constructability reviews and works with the design team and engineering team in ascertaining appropriateness and applicability of proposed products considered for use in the Great Park design. As part of the construction phase, the Senior Construction Administration Manager and is responsible and accountable for managing field efforts on behalf of the Studio. Coordinates with the design team, engineering team and the Corporation Construction Manager on field activities and ensures that projects undertaken are completed in accordance with the design as set forth in the construction documents. Reviews change request to ascertain impacts on the function, schedule and appropriateness of the request. Provides interface between the Design Team and the Corporation Construction Management team.	Senior Construction Administration Manager 25%

Senior Design Manager / Design Project Manager	Supervises, coordinates, manages, and monitors the progress of Great Park capital projects, project management, construction support administration and technical staff efforts for the design and engineering teams; performs related work as required and reports to the Director of Operations. Ensures regular and timely reporting of the projects progress in order to advise of any conditions that would affect timelines or costs. Provides feedback to ensure adjustments are made on a timely basis with minimal disruption to project. Promotes open communication and collaboration between all parties to ensure that projects are completed with minimal disruptions and delays. Maintains computerized project reports as dictated by the project and by the contractual obligations.	75%
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Title	Description	Percentage
Studio Administrative Assistant	Maintains filing system to ensure organization and retrieval efficiency of documents. Reviews, redirects and responds to correspondence ensuring the timely flow of information. Draft memos, letters, and documents in response to changing business needs. Screens client service issues and elevates appropriately to ensure proper handling and response. Format and prepare reports utilized by management for analysis and presentation purposes. Complete special projects in response to business needs. Compile and maintain key reports required to assist in the management of the business. Anticipates, evaluates and recommends actions and procedural changes to enhance the effectiveness of the design and engineering team.	10%

Senior Design Manager / Design Project Manager	<p>Supervises, coordinates, manages, and monitors the progress of Great Park capital projects, project management, construction support administration and technical staff efforts for the design and engineering teams; performs related work as required and reports to the Director of Operations. Ensures regular and timely reporting of the projects progress in order to advise of any conditions that would affect timelines or costs. Provides feedback to ensure adjustments are made on a timely basis with minimal disruption to project. Promotes open communication and collaboration between all parties to ensure that projects are completed with minimal disruptions and delays. Maintains computerized project reports as dictated by the project and by the contractual obligations.</p>	75%
Procurement / Contracts	<p>This position is responsible for the oversight of procurement actions in support of the design and engineering teams. Provides routine reports on the status of contracts, reviews insurance requirements and performance clauses, assists Project Accounting with preparation of consultant / vendor payments to ensure accuracy of billing and facilitate payment by client. Working with the Director, Design Studio and Director of Operations, works to identify and assess scope change request from consultants and design team organizations identifying costs and balances.</p>	15%

Title	Description	Percentage
Design Administrative Assistant	Prepares all out-going correspondence, including letters, transmittals, or memorandums, through the Sharepoint program to ensure that documents are in the project database and that standard formats are used. Review and proof all out-going correspondence to ensure that it is free from spelling and punctuation error. Distributes all design correspondence, transmittals, etc. to appropriate parties for their information, action, and/or decision. Maintain and update all Sharepoint project logs (RFI, Submittal, and Drawing) and daily logs (telephone conversations) to ensure that design project reports are accurate and up to date. Organizes both in-coming and out-going correspondence / documents for Document Control personnel to scan into the Sharepoint project files. Prepares weekly project design meeting minutes, provided by the Director of the Design Studio, through Sharepoint, and distribute to meeting attendees for their information, action, and/or decision. Prepares monthly project status reports, per Director of the Design Studio's direction, utilizing reports from Sharepoint to incorporate into the report, and distribute to client for their information on activity accomplished and costs of project.	40%
Operations Administrative Assistant	Prepares all out-going correspondence, including letters, transmittals, or memorandums, through the Sharepoint program to ensure that documents are in the project database and that standard formats are used. Review and proof all out-going correspondence to ensure that it is free from spelling and punctuation error. Distributes all internal design and engineering team office correspondence, transmittals, etc. to appropriate parties for their information, action, and/or decision. Maintain and update all Sharepoint logs and daily logs (telephone conversations) to ensure that reports are accurate and up to date. Organizes both in-coming and out-going correspondence / documents for Document Control personnel to scan into the Sharepoint project files. Prepares weekly management team meeting minutes, provides to the Director of Operations, through Sharepoint, and distributes to meeting attendees for their information, action, and/or decision. Prepares monthly office status reports, per the Director of Operation's direction, utilizing reports from Sharepoint to incorporate into the report, and distribute to GPDS team for their information on activity accomplished and costs of project.	20%

Title	Description	Percentage
IT Document Control Assistant	Maintains and organizes documentation required for scanning, indexing, and filing to ensure effective storage and retrieval of documents. Gathers project correspondence and documentation for preparation of scanning and filing into Sharepoint. Organizes documents by project, date order, etc. for scanning and indexing into Sharepoint. Index and scan project correspondence and documents into the Image Tool program for future retrieval. Reviews all scanned correspondence and documents for accuracy of filing to ensure efficient search and retrieval of documents. Transfer document images to the project Web site for retrieval by Clients, Consultants, etc	25%
Financial Manager	Conducts financial modeling and analysis on data to assist management in evaluating the financial options and impacts of Design Studio efforts. Develops financial models in order to forecast cash flow, capital requirements, returns on investment and market values. Assist in the analysis of financial data in order to assess the economic viability of proposed projects. Collects, researches, reviews, and analyzes economic trends in order to assist management in objectively evaluating a range of alternative options.	20%

Title	Description	Percentage
Cost Controls Support	Provides support to the on-site cost controls analyst. Reviews policies, administration procedures, training requests, audits of document control and the project scheduling system as well as coordinating with project accounting and estimating to ensure consistency and conformity to the accepted standards of the Great Park Design Studio. The position also monitors the progress of park capital projects and performs related work as required.	20%
Senior Scheduler	Provides oversight and validates scheduling concepts of related work activities, logic diagrams, schedule resources, schedule milestones, level of effort, and general presentation of schedules in various formats. Make routine reviews of published schedules to provide insight as to impacts and inconsistencies.	30%
Senior Estimator	Oversees the Cost Estimator engaged in producing cost of construction estimates in support of the build-out of the Great Park. Reviews project related estimates and value engineering recommendations at all levels of design on behalf of GPDS to enable project budget adjustments. Reviews established benchmark cost data based on current construction. Reviews all recommend measures made by the cost Estimator to improve methods, performance and quality of products in service and suggest changes in working conditions to increase efficiency. Recruit and train others as a means to ensure conformity and integrity in the work product for the company and for the client. Help to provide organizational plans, policies and goals and suggest possible methods to implement those goals.	35%

SCOPE APPENDIX B

B ENGINEERING

B.1 SCHEMATIC DESIGN

PURPOSE: To develop technical detail, test feasibility, define sustainable features and gain agency consent for the engineering infrastructure and site preparation needed to support the entire Park and public properties.

B.1.1 Program Development

- Participate with Studio Design Team Leadership to evolve "Core Park" program elements to schematic level.
- Research engineering case studies and respond to program development feasibility for sustainable infrastructure and special park features.
- Prepare a written/graphic summary of relevant applications ("case studies") of above engineering systems, including:
 - "Sustainable" infrastructure
 - Implement Green Street elements throughout core park and coordinate with Corporation and Heritage Fields to incorporate elements in surrounding streets
 - Water conservation and water quality assurance
 - Civil Engineering features
- Coordinate with and integrate "Living Laboratory" features with Sustainable/LID/Water Conservation measures and identified recycled uses throughout the park. Compile correspondence, document packages or booklets, to be delivered to corporation.

FUSCOE ALLOWANCE

B.1.2 Subsequent Park Master Plans and Park Design Review

- Prepare subsequent park master plans as requested by city staff. Subsequent master plans could include areas of the lake, museums, water park, etc. This task would also include engineering and design support for additional park design and public facilities reviews and deviations of City of Irvine standards. (Specific scope requires written direction from client to proceed.)

FUSCOE ALLOWANCE

TRAFFIC CONSULTANT ALLOWANCE

ACOUSTICAL CONSULTANT ALLOWANCE

B.1.3 Mapping/Surveys/Coordinate Geometry

B.1.3.1 Schematic Mapping and Surveying

- Define a limit-of-work perimeter for Park elements.
- Coordinate park boundary with approved tentative tract map created by Heritage Fields. Assist design team with any exhibits and technical data.
- Establish limits of work within park boundary considering the CFD improvements and their impacts and connections to the future improvements with the park.
- Perform site soils testing and soils analysis by geotechnical engineer to assist in the schematic designs. (See geotechnical scope for specific terms and deliverables.)
- Prepare coordinate geometry plans for approximately 21 main park districts addressing Feature & Use Areas; circulation; Lennar perimeter; vertical match-ups; public vs. private R.O.W.; and proposed easements for utilities, emergency access, and other operations, maintenance and park management (O&M) needs, limits and responsibility areas.
- Establish ground control for entire park area.
- Provide ongoing survey and location data to the Design Studio as necessary to assist in designs (ex. miscellaneous spot elevations across site, verifying existing building locations in detail, dipping manholes for accurate flowlines, etc.).
- Mark site with stakes, ribbons, paint, etc. so that designers can visualize future Park (ex. marking runway for preservation, locating and marking the W.L.C., verifying misc. spot elevations, etc.). Task will not include construction staking for mass grading.
- Provide survey services for soils and geotechnical work for site preparation borings and testing areas.
- Locate and mark LIFOC areas, LOCs and other Navy owned areas.
- Corporation will be provided with 1" = 100' scale plans, designs, studies sections, etc. of entire Park schematic level designs to include survey notes, topographic plans, signed by licensed surveyor.

FUSCOE FEE

SOILS & GEOTECHNICAL CONSULTANT FEE

- B.1.3.2 Interact with Lennar to coordinate earthwork and substructure demolition for mutual benefit. Also provide input to Lennar on a timely basis to assist in their design of backbone infrastructure. Information could include stormwater flows that need to be accounted for, sewer and water capacity needs at specific locations, recycled water needs, and wet and dry utilities.

FUSCOE ALLOWANCE

B.1.4 Wildlife/Agua Corridor - Schematic Design

- Develop schematic level designs for the Phase 1 construction areas within the Wildlife Corridor. Preliminary designs will include stormwater structures, low flow channel preliminary grading, planting layouts, and coordination with team ecologists and biologists and Heritage Fields golf course designers (e.g. proposed construction staging exhibits with associated development costs).
- Prepare schematic level designs for the development of the Agua Chinon Corridor. Included in this task will be the location, layout and sizing of the required habitat mitigation areas, which include habitat water inundation maps, low middle and high terrace area calculations and preliminary trail layouts for the purpose of the HMMP report (e.g. proposed construction staging exhibits with associated development costs).
- Prepare schematic level engineering for Wildlife Corridor (entire Reach) to further develop the feasibility of park vision and sustainable features.
- Perform biology and resource agency supports services for Wildlife Corridor including processing a MOU for mitigation banking determination by resource agencies. Prepare a draft Mitigation Banking document for submittal to the resource agencies to initiate the MOU for mitigation banking opportunities with corporation staff.

FUSCOE FEE
BIOLOGIST CONSULTANT FEE

B.1.5 Park Feature Schematic Design

- Participate in the feasibility of the site planning and schematic development of the Sports Park design. (Sports Park may be designed by others although integration with surrounding park features will be required.)
- Prepare Lake and Canyon Creek water system designs to schematic level. Deliver schematic level canyon creek, lake and water circulation and pumping layout designs. (ADG) Task includes coordination with other design team members.
- Participate in approximately six (6) outreach services. Corporation will be included and all presentation material will be forwarded for corporation records.
- Participate in Great Park Board and corporate work sessions and presentations.
- Assist in the schematic development and engineering feasibility of the specific park features designs for all 21 park districts such as Bosque, cultural terrace, promenade, etc.
- FAA Exhibits and coordination. Coordinate with FAA regarding VOR location and schematic designs impacts. Research design options and constraints and coordinate findings with Design studio members and corporation.

FUSCOE FEE
LAKE ENGINEER CONSULTANT FEE

B.1.6 Environmental Design

B.1.6.1 Task Deleted

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B.1.6.2 Evaluate the Agua Chinon & Wildlife Corridor Design Impacts on the IRP Sites 3 and 5:

- Upon selection by the DON for final remediation plans for IRP Sites 3 and 5, review the selected remedies with respect to hydraulic design impacts on the Agua Chinon and Wildlife Corridor and identify impacts to these LIFOC areas. Particular attention will be given to the potential consolidation of the IRP 3 landfill across the current Agua Chinon wash onto the east side of the channel. Provide review comments and submit to the Corporation's for review/approval prior to submission to DON to identify potential issues focusing on minimizing potential impacts to the corridor design. As necessary, changes will be made to the corridor design to accommodate DON's final remediation strategies. A report will be prepared and delivered for Corporation review, documenting the recharge impact assessment evaluation.

FUSCOE FEE

B.1.6.3 Coordination with Lennar and Establish Regulatory Requirements

Coordinate with the Corporation's Program Manager for contact with the lead agency (DON) to discuss regulatory agency requirements and meet with the DON, DTSC and Santa Ana RWQCB, as needed, to establish regulatory requirements for addressing contaminated soils or perched groundwater that might be encountered during grading activities at the Great Park construction.

The regulatory requirements could include, but are not limited to, regulatory notification, preparation of workplan (Approved workplan from regulating agency or agencies) for sampling and analytical work, human health risk evaluation, transport and disposal of contaminated soils/or groundwater, and field health and safety plans. Assumes attendance at six (6) meetings. Coordinate efforts with Lennar to avoid overlap and streamline communication with DON/ DTSC.

FUSCOE ALLOWANCE

B.1.7 Stormwater (subject to direct task authorization by corporation)

B.1.7.1 Master Plan of Drainage: Ultimate Condition Regional Flood Control Compliance

▪ Regional Hydrology and Drainage Report

Prepare a drainage report of the Orange County Great Park/Heritage Fields (OCGP/HF) combined watersheds which can be used to gain regional flood control approval of hydrologic compliance with the "Flood Control Master Plan for San Diego Creek." Project deliverable will include a single hydrologic compliance drainage report for four (4) sub-watersheds to be processed through Orange County Flood Control District (OCFCD) or four (4) individual hydrologic compliance drainage reports to be processed separately through OCFCD based on watershed development schedules. The four (4) watersheds include Bee Canyon, Agua Chinon, Borrego and Serrano Creek.

The analysis will consist of the following:

– Regional Hydrology Analysis:

Prepare ultimate build-out condition hydrologic updates of the Bee Canyon, Agua Chinon, Borrego, and Serrano sub-watersheds across the project site. The methods of analysis shall conform to the Orange County Hydrology Manual requirements and utilize Advanced Engineering Software (AES) Rational Method and Flood Routing (including hydrograph generation) software. The Bee Canyon and Serrano sub-watersheds will include retention scenarios and will be analyzed using free-draining and complex link-node Flood Routing models.

– Retarding Basin Preliminary Design:

Establish preliminary retarding basin volume sizing and configurations for two (2) locations, the "Expo Parcel" retention basin and the "Serrano Channel/Wildlife Corridor" detention basin. The Serrano Channel/Wildlife Corridor detention basin will assume one contiguous basin to be feasible north and south of the railroad tracks. Establish stage-storage and stage-discharge curves for each basin and prepare a hydrologic basin routing analysis. Integrate the basin routing model into the hydrologic link-mode modeling (task above) for each affected sub-watershed.

– Comparison with Flood Control Master Plan for San Diego Creek (FCMPSDC):

To assess the impacts from the proposed hydrologic update on downstream San Diego Creek channel reaches, prepare a combined HEC-1 model of the Bee Canyon, Agua Chinon, Borrego and Serrano sub-watersheds to their confluence with San Diego Creek for comparison with the original "Flood Control Master Plan for San Diego

Creek" (John M. Tettemer, 1989). An updated HEC-1 model (set up to match the AES computer model in task above) of each sub-watershed will be incorporated into the original 1989 model and re-run to assess discharges downstream of the project site to San Diego Creek. Additionally, present day off-site upstream and downstream hydrologic parameters such as land use, watershed boundaries, and conveyance systems will be verified for consistency with 1989 FCMPSDC assumptions. Includes any updating of changed conditions if found, modeling parameters will be updated and the model re-run.

FUSCOE FEE

B.1.7.2 Local Condition Hydrology and Hydraulics Report

- Prepare hydrology and hydraulics analysis for the Orange County Great Park on-site project watershed conditions to support development and approval of the OCGP Master Plan and to support evolving schematic design of the park site. Analysis will include local condition hydrology for on-site project tributaries to Raceway Storm Drain, Bee Canyon trunk storm drain, Marine Way storm drain and Agua Chinon channel as well as preliminary composition, routing and hydraulic modeling of on-site drains. Analysis will also include modeling of the OCGP central canyon and lake watershed feature and overflow system. Project deliverable will include a Drainage Report of hydrology and hydraulic findings including backbone drainage feature description and soil report. The report is intended to be a "living" document to be updated as Master Planning and schematic level decisions evolve.

FUSCOE FEE

SOILS & GEOTECHNICAL CONSULTANT FEE

B.1.7.3 Debris Yield Analysis

Prepare an analysis and report of findings to address debris yield within four (4) OCGP watercourses: Bee Canyon, Agua Chinon, Borrego and Serrano Creek. Debris yield is defined by the total amount of substance (sands, silts, cobbles, boulders, organic materials) moved through a concentration point in a watercourse. Each watercourse has potential to generate and carry a significant volume of debris from upstream watershed areas to the Great Park (inlets).

Additionally, the proposed development inside the project can also contribute debris to add to debris loads from upstream watersheds. The total amount of debris then moves to the project outlet point and interfaces with regional flood control facilities.

To address the debris yield and debris handling issues related to the four (4) watercourses, the following tasks will be performed:

1. Estimate the quantity of debris yield at watercourse inlet points (debris from upstream watersheds) and outlet points (the total debris load from both on-site and off-site areas) for each watercourse for both pre- and post-project development conditions.
2. Analyze the capacities of each watercourse inlet and outlet structure for debris-laden flow (bulked flow) conveyance.
3. Propose methods for mitigating and handling debris impacts (if any).
4. Discuss and document findings in a report to be included as a technical appendix to each watercourse Basis of Design Report discussed elsewhere in this scope of work.

FUSCOE FEE

B.1.7.4 Bee Canyon Channel Basis of Design Report

Prepare a Basis of Design Report for the Bee Canyon Channel trunk storm drain system. The report will be used to gain design development approval from the City of Irvine and/or OCFCD for major design components of the drainageway system. The analysis and report will evaluate and articulate design features of significant drainage segments including: The report will be given to the Corporation for distribution.

- Parcels 20 and 21 (Cemetery and Expo parcels) crossing of the central canyon
- Natural stream floodway between the Canyon and the Sports Park area
- Underground culvert through the Sports Park area
- Culvert crossing of Marine Way
- Marine Way storm drain and lake overflow
- Conveyance between Marine Way and railroad right-of-way

The report will fully define intended physical composition and alignment, access, right-of-way, suggested ownership and maintenance, and agreement requirements. Schematic plans (50% level) with intended profiling and hydraulic performance of each system will be included. Additionally, a forensic report of findings will be included for any portion of existing Bee Canyon Channel box culvert intended for ultimate usage.

FUSCOE FEE

B.1.7.5 Processing and Coordination

Attend project meetings and provide general coordination throughout the project duration. Interact with Lennar and other perimeter ownership interests for

coordination of interface and edge conditions. Process reports and construction documents packages for County, City and Resource Agency clearances.

Interact with Lennar and other perimeter ownership interests for coordination of tributary discharges and edge conditions.

FUSCOE ALLOWANCE

B.1.8 Water Quality – Park Districts Only

- Interface with Lennar to isolate Heritage Fields points-of-discharge into related Natural Treatment System (NTS) facilities alongside the Park property and coordinate WQMP documentation.
- Coordinate NTS facility schematic design with Irvine Ranch Water District (IRWD) to ensure future transfer of maintenance responsibility (where applicable).
- Coordinate with design team to integrate and highlight artistic, educational and ecological features within the NTS areas.
- Includes an allotment of budget to coordinate with Lennar/Heritage Fields for their discharges from their water quality basins into Great Park property, coordination time with IRWD for their NTS design issues and coordination with Design team members for features to enhance water quality BMPs. (all hourly up to the allotted budget)

FUSCOE ALLOWANCE

B.1.9 Mitigation and Restoration

- Preliminary Design for Habitat Mitigation

Coordinate the design of interim conditions of Agua Chinon to ensure preservation of habitat mitigation areas while allowing for additional phases of work to complete the Agua Chinon at a later time. Coordination includes Lennar/Heritage Fields LLC, the Design Studio and the City of Irvine.

This task is for the coordination needed between Fuscoe, KSLA, Green Shield, Mia Lehrer & Associates, and Lennar (which includes their attorneys), Glenn Lukos and Associates for the approval of the HMMP Report and the further defining of the habitat areas.

- Advancement of approved HMMP planting concept into a preliminary design within Agua Design sheet. Also includes coordination time and meetings with Heritage Fields and staff for accurate representation of habitat mitigation and enhancement areas within the drainage corridors (hourly up to the allotted budget).

FUSCOE ALLOWANCE

BIOLOGIST CONSULTANT ALLOWANCE

B.1.10 Circulation

B.1.10.1 Comprehensive Traffic Report (for Park only)

- Prepare a Traffic Access Report with roadway geometry, parking, and circulation recommendations. (Note: Can include "special generators" and "smart growth" assumptions.) (LSA). (Specific scope requires written direction from client to proceed.) This report is to comply with City of Irvine standards and the final report shall be acceptable to the City.

FUSCOE FEE
TRAFFIC CONSULTANT FEE

B.1.10.2 Coordination with Lennar

- Interact with Lennar/CFD for integration/coordination of access points and "overlay" or "add-on" improvements (e.g. roundabouts; parkways; access lanes; etc.).

FUSCOE ALLOWANCE
TRAFFIC CONSULTANT ALLOWANCE

B.1.10.3 Park Schematic Engineering Plans & Park Transportation Reports

- Prepare schematic engineering plans for the Orchard Parking and Trabuco Entry Parking lot; Irvine Boulevard and College Way entries; Marine Way parkways; and other related vehicular access for intersection geometry and lines of sight.
- Prepare 1" = 100' scale plans for all roadways within the park; shuttle, and transit access to and into Park and parking areas; prepare cross-sectional diagrams for each condition defining widths, thicknesses, composition, and disposition.
- Develop a Master Access Plan for emergency, service, and public response vehicles. Coordinate with City/OCFA and other agencies for appropriate approvals.
- Coordinate cross-sections and composition with KSLA/MLA illustrative landscape sections.
- Prepare a Park Transportation Report that is approved by the City with technical evaluations for shuttle, parking, and interior circulation. Includes Parking Management Plan, CEQA Compliance, and interface with Regional Systems (LSA).
- The Park Transportation Report is a technical report to evaluate the shuttle, parking areas, and interior circulation trip counts for CEQA and EIR compliance.
- Street Section Deviations Document that includes description and justification for proposed modifications to OCGP Streetscape Design Standards and from City of Irvine Engineering Standard Plans.

B.1.11 Utilities

B.1.11.1 Final Utility Plan

- Prepare a Final Utility Master Plan (FUMP) for all wet and dry utility infrastructure within the Park that will contain two (2) volumes divided as follows. Volume 1 will contain all wet utility information and Volume 2 will contain all dry utility information. These reports will fully define the utilities within the Park and be coordinated with Heritage Fields to define the utilities that are needed to serve the park. Coordination of all utilities, storm drain, transportation facilities, potential site constraints, and phasing will be included.
- Coordinate with IRWD SAMP & CFD for inclusion of all utility service points and extensions.

FUSCOE FEE
DRY UTILITY CONSULTANT FEE

B.1.11.2 Schematic Utilities Engineering within the Park

- Prepare 1" = 100' scale plans with details for each component utility layout for both main-stem and service distribution/collection lines. This task includes:
 - Sanitary Sewer
 - Domestic Water
 - Recycled Water
 - Plume Water Recovery
 - Power/Gas/Telephone/Cable
 - Fiber Optic/Future conduit
- Prepare a Utility Service Plan for each of the twelve (12) Park Use Areas. Includes infrastructure connections, network layout, demand/delivery analysis (buildings), and provides coordination.
- Refine pressure, volume, zoning, and pumping schematics for domestic and recycled water systems.
- Prepare a specialized schematic level plan for recycled water focusing on Park water features. Coordinate with irrigation and lake designer plus IRWD for development and implementation.
- Perform mechanical/electrical/plumbing support services.

FUSCOE FEE

B.1.11.3 Utilities Coordination

- Coordinate with Heritage Fields on the preparation of the overall S.A.M.P. through IRWD to supply park service connections and estimated size and volume requirements.
- Coordinate with IRWD, Orange County Water District, State Health Department, and Design Team to utilize cleaned plume water for Canyon uses.

FUSCOE ALLOWANCE

B.2 ENGINEERING FOR EARLY SITE DELIVERY

B.2.1 Construction Documents

B.2.1.1 Mass Grading Plan for Entire Park

- Prepare a final Mass Grading Plan for the "Entire Park area" including earthwork balance, preliminary haul route planning, geotechnical boring and testing locations, earthwork borrow/spoils site planning, park component area terra forming, archeology and paleontology services letter, mass grade phasing and with development of park components in mind. Also included in this task is an interim mass grading plan that works around the site 24 ground water plume extraction well system. The PERF approval and the extraction well piping redesign could affect the overall mass grading schedule; these interim mass grading plans will be designed and permitted. (Estimate of sheets: 43 Mass grading sheets, 10 stormdrain sheets, 22 erosion control sheets, 12 details sheets, and 10 boring log sheets.)
- Creation of an overall mass grading soils report (assumes runways are removed). (See L.G.C.'s Scope of Services)
- Create an erosion control plan for the overall mass graded site. Plan will include necessary settlement basin sizing and calculations, appropriate BMP measures and soil stabilization details.
- Technical specifications which would include construction plans and documents, Green book, reports, details, and standards references.
- Responding to RFIs up to start of construction to assist corporation and bidders with plan clarifications and questions.

- Process Construction Documents to a permit ready stage, through jurisdictional agencies (Coordination of points of connection with Lennar, coordination with IRWD) which include the Department of Navy and required PERFs.
- Prepare permit ready construction documents for final mass grading to meet all project Mitigation Measures.

FUSCOE FEE
SOILS & GEOTECHNICAL CONSULTANT FEE

B.2.2 Environmental Remediation

B.2.2.1 Prepare PERFs and Gain Clearances for Mass Grading

- Project Environmental Review Form (PERF) Document Preparation

Prepare necessary Project Environmental Review Form (PERF) documents summarizing the respective LIFOC issues, resolutions, and conclusions. Submit and process the PERFs for review and approval by MCAS El Toro Base Closure Team (BCT) of Southwest Division of the Department of the Navy, U.S. EPA, Department of Toxic Substances (DTSC), and Regional Water Quality Control Board (RWQCB), as applicable. The PERFs will cover the proposed grading activities. Processing of the PERFs includes responding to agency comments and modifying documents for final approvals. For cost estimating purposes, a total of twenty (20) PERFs are assumed. PERF submittals and final approvals will be coordinated with corporation.

FUSCOE FEE

B.2.2.2 Perform Human Health Risk Review

Perform a review of potential health risks for the Great Park grading and construction activities on Locations of Concern (LOCs) that might pose environmental risks to construction workers, based on the existing Human Health Risk Assessment (HHRA) studies performed for the former MCAS El Toro. Should include coordination with the RDA to determine the type of program that they are expecting

The review will focus on the human health risk conditions assumed in the existing HHRAs to evaluate if those conditions are likely to change during the grading activities and summarize human health implications.

An evaluation report will be prepared and submitted.

FUSCOE FEE

B.2.2.3 Prepare Construction Health and Safety Plans

Prepare construction Health and Safety Plans (HSPs) that outline protective measures for construction workers at LOCs where contamination might be encountered during the grading activities, based on the OSHA requirements. Address the Chemicals of Concerns (COCs) identified in the Navy RI/FS reports at the respective LOCs. Assume that preparation of at least three (3) HSPs, one for each major class of the Chemicals of Concern, using the existing HSPs for the former MCAS El Toro Superfund site to the extent possible.

Three (3) health and safety plans (reports) will be prepared and submitted for corporation review.

FUSCOE FEE

B.2.2.4 Prepare Soils Sampling Workplan (Approved workplan from regulating agency or agencies)

Prepare necessary soil sampling workplan (Approved workplan from regulating agency or agencies) for soil samples to be collected at potentially contaminated LOC areas. Submit the workplans to all regulatory agencies for approval. The analytical work should be performed on the COCs identified in the Final Environmental Baseline Study (EBS), at the respective LOCs. Assumes preparation of five (5) workplans, tailored from the existing approved workplans for the former MCAS El Toro Superfund site.

Five (5) soil sampling plans will be prepared and submitted to the corporation.

FUSCOE FEE

B.2.2.5 Collect Soil Samples for Delineation of Contaminated Areas

Implement the regulatory approved soil sampling workplan (Approved workplan from regulating agency or agencies) to collect soil samples and perform necessary analytical work at the LOC areas to be excavated. The purpose of the soil sampling is to identify if the excavated soils are potentially contaminated with the COCs at concentrations above EPA designated Preliminary Remediation Goals (PRGs) or any other threshold concentrations required by the agencies.

Review and interpret the soil sampling results to assess the extent and estimate the volume of the contaminated soils. Assumes five (5) sampling locations with twenty (20) soil samples at each location at six (6) depths (1, 10, 20, 40, 50, and 60 foot bgs), for a total of approximately 2,000 soil samples. If contamination is found, more samples may be required, which additional budget may be needed. A sampling report will be prepared and submitted to the corporation.

FUSCOE FEE

LAB CONSULTANT FEE

DRILLING CONSULTANT FEE

B.2.2.6 Develop Remedial Measures for Contaminated Soils

Prepare workplan (approved workplan from regulating agency or agencies) for transport and disposal of contaminated soils encountered during the Great Park grading/construction activities. The workplan/report will be prepared and submitted to the corporation.

Identify criteria for transport and disposal of contaminated soils to proper landfills, if necessary and identify remedial measures, other than dig and haul, if applicable. Provide details for transport and disposal, prepare cost estimate, and assist with procurement of subcontractors for transport and disposal of contaminated soils.

The cost estimate for transport and disposal of impacted soil is not included, due to the known nature of the volume of the impacted soils, and the unknown extent of contamination.

One of several other remediation options is onsite management of contaminated soil. For example, soil impacted by certain constituents within certain concentration ranges that is expected to be encountered during the excavation to create certain onsite features, as identified upfront during site assessment, can be strategically placed in areas to be built up so that the contaminants are isolated and there are no completed exposure pathways. Another potential remediation option is onsite bioremediation in biotreatment cells for soils impacted by short-chain hydrocarbons, provided there is both the time and the space to make this approach practical in certain cases. Reuse of treated soils also saves the costs of having to import clean fill.

FUSCOE FEE

B.2.2.7 Prepare Emergency Plans

Prepare an emergency plan in the event any Underground Storage Tanks (USTs), stained-soils, and buried drums are found during excavation in LOCs areas. Prepare protocols that outline procedures for construction workers/field foremen to follow, including but not limited to, notifying the overseeing regulatory agencies, cordoning off the impacted area, placing proper signage, etc. The actual cost of removal is not included due to unknown nature of the hazardous material potentially encountered, and the unknown extent of contamination which may be discovered during the grading activities. A general Protocol Plan will be prepared and submitted to the corp. A variation of the general protocol may be required in some cases (assume 3 cases). Three (3) focused Protocol Plans will be prepared and submitted to the corporation.

FUSCOE FEE

B.2.2.8 Prepare Hydropunch Sampling Workplan

Prepare a workplan (approved workplan from regulating agency or agencies) to address perched groundwater that may be encountered during grading activities

using hydropunch methods. Submit the work plan for review and comments by the regulatory agencies. The workplan will be submitted to the corporation for review and comments.

Revise the workplan and incorporate the regulatory agency review comments.

Collect hydropunch samples and perform necessary analytical work. Review and interpret groundwater quality data to identify proper disposal methods. Collect and properly dispose the perched groundwater, if necessary, up to 10,000 gallons.

FUSCOE FEE
LAB CONSULTANT FEE
DRILLING CONSULTANT FEE

B.2.2.9 Prepare Stormwater Management Plan for Runoff from Contaminated Soils for Park Only.

- Prepare stormwater management plans for contaminated areas as a component of the overall storm water management plan outlining necessary BMPs during grading activities for construction areas that are found to be contaminated. Provide temporary storage of collected runoff water from areas that are suspected to be contaminated for potential treatment and disposal. The workplan will be submitted to the corporation for review and comments.
- Collect 20 surface runoff samples and perform analytical work for the COCs, for profiling purposes, if necessary. Prepare required permits, if necessary, and prepare a treatment plan for the contaminated runoff water, if feasible.
- Temporarily collect, hold, and properly dispose of contaminated runoff water, on-site and off-site.

FUSCOE FEE
LAB CONSULTANT FEE
DRILLING CONSULTANT FEE

B.2.2.10 Perform Field Survey Measurements

Perform surveying of the locations of the new groundwater monitoring well, the soil sampling points, and the hydropunch locations. Assumes five (5) days of surveying.

FUSCOE ALLOWANCE

B.2.2.11 Monitoring Well Abandonment (if required)

Identify existing groundwater monitoring wells that need to be relocated and prepare a work plan for well abandonment according to the State of California

well abandonment standards and specifications. The work plan may include a health and safety plan for execution of the work.

Submit the work plan for review and approval of the DON and other regulatory agencies. Revise and finalize the work plan by incorporating the review comments. Implement the work plan to abandon the necessary groundwater monitoring wells and prepare a summary report to document the well abandonment work. Assumes ten (10) wells, each well up to 120 feet in total depth. The workplan for monitoring well abandonment will be submitted to the corporation for review and comments.

FUSCOE ALLOWANCE

B.2.2.12 Design of Replacement Groundwater Monitoring Wells (if required)

Prepare a groundwater monitoring well relocation plan that identifies proposed locations for the replacement monitoring wells and submit for the DON's review and comments. Finalize the well relocation plan in response to the DON's comments and prepare a groundwater monitoring design and installation work plan that provides design specifications according to the State of California Well Standards. The available groundwater monitoring work plans prepared by the DON for the former MCAS El Toro will be used to the extent possible. Submit the work plan for the DON's review and concurrence. Finalize the approved work plan by incorporating the DON's review comments and implement the work plan to install replacement groundwater monitoring wells at the designated locations. The workplan for monitoring well installation will be submitted to the corporation for review and comments.

FUSCOE ALLOWANCE

B.2.2.13 Prepare Workplan & Engineering Construction Drawing

For the Site 24 Groundwater Treatment System

The current layout of the Site 24 groundwater treatment system pipeline overlaps with the proposed location for the lake at the OCGP. Coordinate with the DON to prepare an alternative pipeline relocation for the groundwater treatment system. The workplan (approved workplan from regulating agency or agencies) will include implementation plan for interim pipeline relocation and permanent entire extraction well system construction of the new pipeline layout in coordination with the DON and its contractors, including a detailed cost estimate and schedule. The workplan for the design of the modification to the Navy's groundwater extraction system, the system design and the engineering drawings will be prepared and submitted to the corporation and Navy for review and comment.

**FUSCOE FEE
EXTRACTION WELL CONSULTANT FEE**

B.2.2.14 Required Environmental Permits

All necessary environmental permits and clearances will be obtained prior to start of the pre-grading activities at the Great Park. The agencies may include the Air Quality Management District (AQMD) of Southern California, the California Department of Toxic Substance Control (DTSC), the Santa Ana Regional Water Quality Control Board, and the California Health & Safety Department. Two (2) additional permits, one from the AQMD and the other from the DHS will be secured, if required.

FUSCOE FEE

B.2.3 Drainageways

B.2.3.1 Wildlife Corridor

Prepare Stage 2 storm drain and grading construction document for Phase I Wildlife Corridor (WLC) drainage system between Irvine Boulevard and the Borrego Channel, approximately 10,000 linear feet. WLC drainageway features will include full width corridor grading, approximately 5,000 feet of riparian corridor, broadened spreading grounds in the lower reaches, grade control drop structures and other structural hydraulic features, outlet structures for flood flow delivery to existing Borrego improved channel, temporary Natural Treatment Systems (NTS) facilities, maintenance access and fencing. Coordinate and incorporate drainage issues, LIFOC restrictions, into plans. Coordinate with Heritage Fields on Golf Course and Road designs as HF furthers their design efforts. Prepare plans for Gabion Drop Structures and process for a separate permit so Heritage Fields can construct when Mass Grading of WLC is complete. Prepare Finish Grading Plans that address all the requirements of the Design Studio (Green Shield Ecology, Mia Lehrer, Ken Smith Landscape Architects, the Environmental Community, etc.) and ensure that the budgets are met.

- Delivery permit ready construction documents for precise grading, floodway structural features, fencing, maintenance access, NTS, flood channel connection and other infrastructure. Hydraulic and channel stability modeling will be analyzed and documented in a report as required by the city.
- Process plans for City approval and permitting including preparation of cost estimates and specifications.
- Process plans for OCFCD encroachment permitting to allow for Borrego high flow return connection and for interim condition steel plate coverage.

- Assist landscape architect and biologist in preparing planting and irrigation plans for inclusion into a singular Construction Document package. Includes biology support services.
- Assist landscape architect and biologist in securing local approvals and in developing a Maintenance and Monitoring Plan, including integrating agency responses.

FUSCOE FEE

B.2.3.2 Field Services

Perform field survey and data collection as needed to support design service requirements.

FUSCOE ALLOWANCE

B.2.3.3 Subconsultant Services

Provide geotechnical and structural sub-consultant services to support drainage analysis and design recommendations such as soil load generation, sediment transport and scour potential, structure foundations and structural detailing. Deliverables for this task is as per Subconsultant Scopes.

SOILS & GEOTECHNICAL CONSULTANT FEE

STRUCTURAL CONSULTANT FEE

B.2.3.4 Interact with Lennar and other perimeter ownership interests for coordination of tributary discharges and edge conditions.

FUSCOE ALLOWANCE

B.2.4 Water Quality Master Runoff Management Plan (ROMP)

- #### B.2.4.1
- Prepare a Runoff Management Plan (ROMP) for the Park property only that summarizes on-site and off-site drainage, water quality, and groundwater recharge in report and plan form. The regional hydrology (off-site) information will be largely summarized from the work performed under Stormwater (See Appendix C). The primary purpose of the ROMP is to provide a comprehensive document covering hydrology, drainage, flood control and environmental corridor design parameters for all areas within the Park itself. This document supplements the regional Flood Control analysis covering off-site areas provided in Appendix C.

The report will consist of the following:

- Summary of Regional Hydrology Analysis (off-site):
- Local Condition Watershed Hydrology (on-site)

- Debris Load Generation Assessment
- Sediment Transport & Channel Stability for proposed Corridors
- Groundwater Recharge Assessment

FUSCOE FEE

B.2.4.2 Master Water Quality Management Plan (WQMP)

- Review preliminary site plans related to hydrology and water quality, proposed drainage systems, hydrology and landscaping plans to determine opportunities and constraints for water quality Best Management Practices (BMPs) for the Park only.
- In accordance with the 401 Certification from the RWQCB (already obtained) and the approved VTTM Master Plan of Drainage, Water Quality and Habitat Restoration (prepared by Fuscoe Engineering October 2006), we will prepare a Master Water Quality Management Plan (WQMP) for the OCGP Project in conformance with the City of Irvine and the latest Orange County Drainage Area Management Plan (OC DAMP), as approved and amended from time-to-time by the Santa Ana Regional Water Quality Control Board (RWQCB) if needed. The WQMP is intended to serve as the preliminary programmatic WQMP for the OCGP development project. The WQMP will also identify the process and procedures for the WQMP amendment process as portions of the park are developed.
- The WQMP shall describe the proposed facility and its operations, identify potential sources of storm water pollution at the facility, and recommend appropriate Best Management Practices (BMPs) or pollution control measures to reduce the discharge of pollutants in storm water runoff. Coordinate the selection of the BMPs based on the proposed site plan, the pollutants of concern, the proposed drainage system and the site constraints and opportunities. Identify long-term maintenance requirements for structural BMPs. Treatment Control BMPs to be sized according to City of Irvine WQMP requirements and the WQMP will also identify those BMPs requiring a formal.
- "Consistency Determination" by the local Regional Board for approval of any "regional" BMPs. Sizing of the BMPs will also be adjusted based upon the offsets provided by any LID designs integrated into the site plan.
- Submit the draft report to the City for review and comment. Incorporate review comments from the City into a final WQMP report. As necessary, apply and obtain approvals for any proposed "regional" BMPs from the local Regional Board.

FUSCOE FEE

B.2.4.3 Master Storm Water Pollution Prevention Plan

Prepare a Master Storm Water Pollution Prevention Plan (SWPPP) in accordance with the State General Permit for Construction Activities covering Phase I. Define the process by which the Master SWPPP will serve the entire project and outline the procedures for creating Amendments to the Master SWPPP to cover specific construction areas of the Park (i.e. Phase 1). Prepare the NOI, obtain the WDID and create an inspection database for compliance with the City's LIP inspection requirements.

FUSCOE FEE

B.2.4.4 Agency Coordination

Attend meetings with design team and other representatives during site plan development stage. Attend additional meetings with the City of Irvine to identify water quality issues and requirements. Coordinate work efforts with design team, City of Irvine, Lennar and/or Heritage Fields LLC, the Santa Ana RWQCB (as necessary) and additional sub-consultants as needed during the development of the WQMP.

FUSCOE ALLOWANCE

B.2.5 Mitigation and Restoration

B.2.5.1 Final Habitat Mitigation Plans

Prepare 100 scale plans for the Agua Chinon and Serrano Creek to the Conditions of Approvals of the final HMMP and required mitigation areas. Prepare the plans in a manner that highlights compliance with the Conditions for expedited review. Coordinate and review any plans created by Heritage Fields

ALLOWANCE

B.2.5.2 Agency Review and Final Clearances

Submit and process the final detailed plans (1" = 100') for the US Army Corps, CDFG and Regional Board consensus and final clearances. Includes biological and ecological support. Respond and address any comments or concerns during the review process.

ALLOWANCE

BIOLOGIST CONSULTANT ALLOWANCE

B.2.5.3 Phasing and Design Coordination

Attend meetings with design team and Lennar to coordinate phased implementation of the various elements of the channel design. Oversee compliance with the various Condition of Approvals to ensure long term preservation of the mitigation efforts and meet the requirements of the Army 404 permit.

B.3 OWNER ALLOCATED (Pending)

- B.3.1 Work with UCI to establish corroborating academic research and facilitate UCI graduate course curricula for Sustainable features of Water Quality/Conservation; Alternative Energy; and Low Emission Transportation Systems

CONSULTANT ALLOWANCE

B.3.2 Drainageways

B.3.2.1 Agua Chinon

Prepare Stage 2 storm drain and grading construction documents for Agua Chinon floodway system, to enhance the stage 1 mass grading plans created by Heritage Fields. between Irvine Boulevard and the Marine Way, approximately 9,500 linear feet. Agua Chinon drainageway features will include full width corridor grading, approximately 5,000 feet of riparian corridor, broadened wetlands in the lower reaches, grade control drop structures and other structural hydraulic features, outlet structures for flood flow delivery to existing Agua Chinon (Navy) culvert, entrainment sub-drain, maintenance access and fencing. Coordinate and incorporate drainage issues, LIFO restrictions, into plans. Coordinate with Heritage Fields on adjacent Park District designs as HF furthers their design efforts. Prepare plans for Gabion Drop Structures and process for a separate permit so Heritage Fields can construct when Mass Grading of Agua Chinon is complete. Prepare Finish Grading Plans that address all the requirements of the Design Studio (Green Shield Ecology, Mia Lehrer, Ken Smith Landscape Architects, the Environmental Community, etc.) and ensure that the budgets are met.

- Provide permit ready construction documents for precise grading, floodway structural features, fencing, maintenance access, flood channel connection and other infrastructure. Hydraulic and channel stability modeling will be analyzed and documented in a report.
- Process plans for City approval and permitting including preparation of cost estimates and specifications.
- Assist landscape architect and biologist in preparing planting and irrigation plans for inclusion into a singular CD package. Includes biology support services.
- Assist landscape architect and biologist in securing local approvals and in developing a Maintenance and Monitoring Plan, including integrating agency responses.

B.3.3 Basis of Design Report

Prepare a Basis of Design Reports for OCGP Drainageways including Agua Chinon, Serrano Channel and Borrego.

The purpose of the reports will be to gain schematic level approval from OCFCD and/or the City of Irvine for major design components of each drainage way system including:

B.3.3.1 Agua Chinon Channel Basis of Design Report (Irvine Boulevard to Railroad Right-of-Way)

Prepare a Basis of Design Report for the Agua Chinon Channel system between Irvine Boulevard and the railroad right-of-way to gain design development approval from the City of Irvine and/or OCFCD for major design components of the drainageway system, in particular thte reinforced concrete box culvert between the natural floodway and the SCRRA railroad right-of-way. The analysis and report will evaluate and articulate design features of significant drainage segments including:

- Irvine Boulevard RCB extension
- Agua Chinon natural floodway channel
- RCB inlet zone including debris entrapment and inlet structure
- Culvert extension from inlet zone to the railroad right-of-way

The report will fully define intended physical composition and alignment, access, right-of-way, suggested ownership and maintenance, and agreement requirements. Schematic plans (50% level) with intended profiling and hydraulic performance will be included.

FUSCOE FEE

B.3.3.2 Serrano Sub-Watershed Interim Condition Regional Flood Control Compliance

Prepare an interim condition regional hydrologic analysis of the Serrano sub-watershed utilizing early site delivery conditions. Early site delivery conditions are defined as pre-retention scenarios planned for the "Serrano Channel/Wildlife Corridor" detention basin discussed in Task 1.7.1 above and would allow for early delivery of Serrano Creek adjacent development between Muirlands Boulevard and the Santa Ana Freeway. Project deliverable will include hydrologic compliance analysis and report of findings for inclusion into Task B.1.7.1 Regional Hydrology and Drainage Report or as a separately packaged report.

FUSCOE FEE

B.3.3.3 Serrano Channel Phase I (Barranca to I-5) Basis of Design Report

Prepare a Basis of Design Report for the Phase I Serrano Channel system between Barranca Parkway and the I-5 to gain design development approval from the City of Irvine and/or OCFCD for major design components of the drainageway system. Phase I is defined as flood control improvements needed to the existing channel to allow for early delivery of the adjacent property to the east of the channel and do not include Wildlife related facilities. Phase I improvements are intended to remain as Phase 2 improvements are implemented. Phase I analysis and report will evaluate and articulate design features of significant drainage segments including:

- Channel definition and grade control between Barranca and Marine Way
- Marine Way crossing
- Channel definition and grade control between Marine Way and I-5
- I-5 inlet control
- I-5 connection including Caltrans drainage connections

The report will fully define intended physical composition and alignment, access, right-of-way, suggested ownership, and maintenance, and agreement requirements. Schematic plans (50% level) with intended profiling and hydraulic performance will be included.

FUSCOE FEE

B.3.3.4 Serrano Channel Phase 2 (Borrego to I-5) Basis of Design Report

Prepare a Basis of Design Report for the Phase 2 Serrano Channel system between Borrego Channel and the I-5 to gain design, development approval from the City of Irvine and/or OCFCD for major design components of the drainageway system. Phase 2 is defined as improvements related to channel upgrades to allow for Wildlife Corridor movement through the channel system. Phase 2 analysis and report will evaluate and articulate design features including:

- Serrano Channel reconstruction at Alton/Barranca
- Serrano Channel retarding basin
- Railroad conduit crossing and expanded retarding basin
- Validation of Phase I lower reach improvements to I-5

The report will fully define intended physical composition and alignment, access, right-of-way, suggested ownership and maintenance, and agreement requirements. Schematic plans (50% level) with intended profiling and hydraulic performance will be included.

FUSCOE FEE

B.3.3.5 Borrego Channel Basis of Design Report

Prepare a Basis of Design Report for the Borrego Channel system between Irvine Boulevard and Barranca Parkway to gain design development approval from the City of Irvine and/or OCFCD for major design components for the drainageway system. The analysis and report will evaluate and articulate design features of significant drainage segments including:

- Middle reach of Wildlife Corridor (through golf areas) including local road crossings
- Borrego Channel crossing enclosure and inlet at Wildlife Corridor
- Borrego Channel enclosure under Marine Way

The report will fully define intended physical composition and alignment, access, right-of-way, suggested ownership and maintenance and agreement requirements. Schematic plans (50% level) with intended profiling and hydraulic performance will be included.

FUSCOE FEE

B.3.3.6 Borrego High-Flow Channel Basis of Design Report

Prepare a Basis of Design Report for the high-flow Borrego Channel system re-alignment between Irvine Boulevard and Barranca Parkway to gain design development approval from the City of Irvine and/or OCFCD for major components of the drainageway system. The analysis and report will evaluate and articulate design features of significant drainage segments including:

- Borrego Channel enclosed system crossing the Wildlife Corridor
- Wildlife Corridor return culvert to Borrego Channel
- Borrego Channel enclosed system crossing Marine Way
- Borrego Channel culvert through Heritage Fields Parcel (5 in the TOI)
- Borrego Channel culvert through City of Irvine Parcel F north of the railroad right-of-way
- Borrego Channel culvert through the railroad right-of-way
- Borrego Channel culvert through City of Irvine Parcel E south of the railroad right-of-way
- Connection to existing OCFCD culvert at Barranca Parkway

The report will fully define intended physical composition and alignment, access, right-of-way, suggested ownership and maintenance, and agreement requirements. Schematic plans (50% level) with intended profiling and hydraulic

performance will be included.

FUSCOE FEE

B.3.3.7 Borrego Low-Flow Channel Basis of Design Report

Prepare a Basis of Design Report for the Borrego/Wildlife Corridor low-flow channel system between Borrego Channel north of Irvine Boulevard and the Borrego high-flow channel near Marine Way to gain design development approval from the City of Irvine and/or QCFCD for major components of the drainageway system. The analysis and report will evaluate and articulate design features of significant drainage segments including:

- Borrego Wash splitter and debris basin
- Upper reach of Wildlife Corridor within County and FAA land
- Magazine Road/Irvine Boulevard crossing upgrades
- Middle reach of Wildlife Corridor (through golf course areas) including local road crossings

The report will fully define intended physical composition and alignment, access, right-of-way, suggested ownership and maintenance, and agreement requirements. Schematic plans (50% level) with intended profiling and hydraulic performance will be included.

FUSCOE FEE

B.4 INFORMATION TECHNOLOGY

B.4.1 CAD Technology

PURPOSE: To provide specialized services and support facilitating the communication, design collaboration, plan production, staff utilization, and public/client interaction for the Great Park Design Studio for approximately 24 months.

B.4.1.1 IT Services

- Integration of the Design Team's computer network into one contiguous, shared environment in which members will be set up to share a common project server as well as all hardware peripherals.
- A plotting solution to assist in printing production drawing sets.
- Data backup and disaster recovery solution in order to ensure there is no loss of data.
- A Security solution to ensure the integrity of each Team's project data while

at the same time allowing other design team members to view the files.

- An antivirus solution to ensure no virus is introduced into the system.
- Daily trouble shooting and hardware/software maintenance responsibilities for the entire design team.

B.4.1.2 CAD Services

- Integration of one common set of CAD standards for file structure, drawing names, layers, pen weights, best practices, etc. to be shared throughout the design team and with future consultants.
- An archive system to be put in place in order to maintain the integrity of initial drawings and assist in ensuring current files shared across the network are current and to date.
- Migration to one common CAD platform in order to easily share CAD files.
- Assistance with streamlining the production plan process.
- Daily CAD trouble shooting and support responsibilities for the entire design team.

B.4.1.3 GIS and 3D Media Graphics Services

- Prepare 3D Animation 'tours' and 'Before and After' Visual Simulations for internal design visualization and evaluation as directed
- Prepare media graphics, presentations, and artistic renderings for public relations, education, and outreach efforts
- Prepare GIS based overlay exhibits which combine and analyze design feature layers for studies and presentation
- Provide one Dedicated Full-Time Graphics Technician to assist the Studio team with production graphics
- Allowance for reproduction and printing costs

B.4.2 GIS Web Services

- Design and implement a dynamic Web-based GIS mapping application tool with the following features: (Gafcon)
 - A web browser interface giving visual access to project data layers for all design team members through an online map
 - Overlay and composite GIS data layers including clean-up site data, building information, aerial imagery, and topography
 - Query and display linked GIS database information for each layer

- Hosting of the GIS for one year
- Provide OCGP Studio team design document management via "smart" FTP site including:
(Fusco)
 - Web based CAD file/deliverable posting or exchange
 - Compilation and conversion of team deliverable as GIS layers
 - Transaction documentation and email notifications
- Provide one Dedicated Full-Time GIS Technician to maintain the GIS and File transfer operations, reconcile layered document disparities, and coordinate with team members.
(Fusco)

B.5 ENGINEERING TEAM

Title	Description	Percentage
Project Principal Ben Martin Yehudi Gaffen	The Project Principal and Chief Executive Officer provide strategic interface on behalf of the GPDS. In this capacity, they act on behalf of the Joint Venture Board of Directors and the client to plan, direct, and control all phases of GPDS's effort to include design management, daily project management and operations of the Studio. Working with the Project Principal, the CEO prepares proposals and negotiates with the client for all phases of the OCGP development, provides guidance to staff and ensures that coordination efforts between the design studio, the OCGP Corporation and other interested parties takes place in a cooperative and productive manner.	Project Principal 30% CEO 15%
Director of Operations, Great Park Design Studio Tony	Position is responsible and accountable for managing day-to-day operations of the engineering team and the Studio. Ensures that policies and procedures are in place and enforced, chairs all team meetings, directs the administrative staff and interfaces with the client on all issues affecting the development of project documents. Manages the project controls, scheduling, estimating and contract administration staff ensuring deliverables are completed on time, within budget and within the expectations of the client, the Senior Design Project Manager and the Director of Design. Conducts interdisciplinary/constructability reviews as an effective method of reducing errors, omissions, and ambiguities in construction documents.	15%

Director – Design Studio Thom	Position is responsible and accountable for managing more than 20 consultants in the development of 11 park district designs on behalf of the Studio. Ensures that projects undertaken by the group are completed on time, within budget and within the expectations of the client. Provides guidance and coordination between the design team and the engineering team to ensure continuity of planning and civil engineering design within the context of the Master Designer's concepts. Reviews scopes and budgets associated with civil work, reviews plans and specifications, schedules and performs coordination of plans for all phases of the program	25%
Senior Construction Administration Manager Duke	Position's have responsibilities in design, engineering and construction phase of the contract. As part of the engineering phase, works with the engineering team in providing guidance and expertise on technical issues of construction processes and methods to enable the effective development of concepts and implementation of design strategies. Assist in the development of cost estimates, schedule development, performs constructability reviews and works with the design team and engineering team in ascertaining appropriateness and applicability of proposed products considered for use in the Great Park design. As part of the construction phase, the Senior Construction Administration Manager and is responsible and accountable for managing field efforts on behalf of the Studio. Coordinates with the design team, engineering team and the Corporation Construction Manager on field activities and ensures that projects undertaken are completed in accordance with the design as set forth in the construction documents. Reviews change request to ascertain impacts on the function, schedule and appropriateness of the request. Provides interface between the Design Team and the Corporation Construction Management team.	Senior Construction Administration Manager (25%)
Senior Design / Design Project Managers	Supervises, coordinates, manages, and monitors the progress of Great Park capital projects, project management, construction support administration and technical staff efforts for the design and engineering teams; performs related work as required and reports to the Director of Operations. Ensures regular and timely reporting of the projects progress in order to advise of any conditions that would affect timelines or costs. Provides feedback to ensure adjustments are made on a timely basis with minimal disruption to project. Promotes open communication and collaboration between all parties to ensure that projects are completed with minimal disruptions and delays. Maintains computerized project reports as dictated by the project and by the contractual obligations.	10%
Procurement / Contracts Santiago	This position is responsible for the oversight of procurement actions in support of the design and engineering teams. Provides routine reports on the status of contracts, reviews insurance requirements and performance clauses, assists Project Accounting with preparation of consultant / vendor payments to ensure accuracy of billing and facilitate	15%

	payment by client. Working with the Director, Design Studio and Director of Operations, works to identify and assess scope change request from consultants and design team organizations identifying costs and balances.	
Project Support Manager Theresa	Supervises, coordinates, and manages the design and engineering support staff and aids executives by coordinating Studio services such as Work Shop scheduling and management, budget preparation and controls, records control, and special management studies. The Project Support Manager reports to the Director of Operations. Under general direction, the Project Support Manager is responsible for ensuring that the daily operations of the GPDS are provided the necessary support to ensure cost effective operations for the Management Design and Engineering Teams. Works with consultants and subconsultants in the preparation of Scopes of Work, invoicing procedures, change order process and submittal and development of deliverables for review and approval. Analyzes unit operating processes and practices, supervises the Document Control Assistant in the scanning and logging of design and construction documents and record keeping systems, personnel and budgetary requirements and performance standards.	15%
Studio Administrative Assistant	Maintains filing system to ensure organization and retrieval efficiency of documents. Reviews, redirects and responds to correspondence ensuring the timely flow of information. Draft memos, letters, and documents in response to changing business needs. Screens client service issues and elevates appropriately to ensure proper handling and response. Format and prepare reports utilized by management for analysis and presentation purposes. Complete special projects in response to business needs. Compile and maintain key reports required to assist in the management of the business. Anticipates, evaluates and recommends actions and procedural changes to enhance the effectiveness of the design and engineering team.	10%
Design Administrative Assistant New	Prepares all out-going correspondence, including letters, transmittals, or memorandums, through the Sharepoint program to ensure that document is in the project database and that standard formats are used. Review and proof all out-going correspondence to ensure that it is free from spelling and punctuation error. Distributes all design correspondence, transmittals, etc. to appropriate parties for their information, action, and/or decision. Maintain and update all Sharepoint project logs (RFI, Submittal, and Drawing); daily logs (telephone conversations) to ensure that design project reports are accurate and up to date. Organizes both in-coming and out-going correspondence / documents for Document Control personnel to scan into the Sharepoint project files. Prepares weekly project design meeting minutes, provided by the Director of the Design Studio, through Sharepoint, and distribute to meeting attendees for their information, action, and/or decision. Prepares monthly design project status reports, per Director of the Design Studio's direction, utilizing reports from Sharepoint to incorporate into the report, and distribute to client for their information on activity accomplished and costs of project.	5%
Operations Administrative	Prepares all out-going correspondence, including letters, transmittals, or memorandums,	20%

Assistant New	through the Sharepoint program to ensure that documents are in the project database and that standard formats are used. Review and proof all out-going correspondence to ensure that it is free from spelling and punctuation error. Distributes all internal design and engineering team office correspondence, transmittals, etc. to appropriate parties for their information, action, and/or decision. Maintain and update all Sharepoint logs and daily logs (telephone conversations) to ensure that reports are accurate and up to date. Organizes both in-coming and out-going correspondence / documents for Document Control personnel to scan into the Sharepoint project files. Prepares weekly management team meeting minutes, provides to the Director of Operations, through Sharepoint, and distributes to meeting attendees for their information, action, and/or decision. Prepares monthly office status reports, per Director of Operation's direction, utilizing reports from Sharepoint to incorporate into the report, and distribute to GPDS team for their information on activity accomplished and costs of project.	
Document Control Assistant	Maintains and organizes documentation required for scanning, indexing, and filing to ensure effective storage and retrieval of documents. Gathers project correspondence and documentation for preparation of scanning and filing into Sharepoint. Organizes documents by project, date order, etc. for scanning and indexing into Sharepoint. Index and scan project correspondence and documents into the Image Tool program for future retrieval. Reviews all scanned correspondence and documents for accuracy of filing to ensure efficient search and retrieval of documents. Transfer document images to the project web site for retrieval by clients, consultants, etc	25%
Financial Manager	Conducts financial modeling and analysis on data to assist management in evaluating the financial options and impacts of Design Studio efforts. Develops financial models in order to forecast cash flow, capital requirements, returns on investment and market values. Assist in the analysis of financial data in order to assess the economic viability of proposed projects. Collects, researches, reviews, and analyzes economic trends in order to assist management in objectively evaluating a range of alternative options.	20%
Cost Controls Support	Provides support to the on-site cost controls analyst. Reviews policies, administration procedures, training requests, audits of document control and the project scheduling system as well as coordinating with project accounting and estimating to ensure consistency and conformity accepted standards of the GPDS. The position also monitors the progress of park capital projects and performs related work as required.	20%
Senior Scheduler	Provides oversight and validates scheduling concepts of related work activities, logic diagrams, schedule resources, schedule milestones, level of effort, and general presentation of schedules in various formats. Make routine reviews of published schedules to provide insight as to impacts and inconsistencies.	20%
Senior Estimator	Oversees the Cost Estimator engaged in producing cost of construction estimates in	35%

	support of the build-out of the Great Park. Reviews project related estimates and value engineering recommendations at all levels of design on behalf of GPDS to enable project budget adjustments. Reviews established benchmark cost data based on current construction, Reviews all recommend measures made by the cost Estimator to improve methods, performance and quality of products in service and suggest changes in working conditions to increase efficiency. Recruit and train others as a means to ensure conformity and integrity in the work product for the company and for the client. Help to provide organizational plans, policies and goals and suggest possible methods to implement those goals.	
IT Systems Administrator	This position is accountable for managing, maintaining the computer and network services and the leveraging of technology to promote GPDS objectives. Manages and monitors a physically dispersed network environment for data availability, transmission, communication and security to meet business needs with maximum uptime. Assign and control user access of network Resources to conform to company standards. Manage static and dynamic addressing of devices for user accessibility. Provide service, support knowledge transfer to employees and partners to resolve issues relating to business applications. Acquire, document, build, maintain, repair and retire hardware and software tools to meet end-user needs for efficiency and growth. Ensure company data is available in the event of disaster to continue continuity of business operation in a timely fashion.	40%
Intern 1 (25%) Intern 2 (50%)	Perform routine administrative duties in support of design and engineering functions to include assisting with reproductions, filing, assist in preparation of budget needs and annual reports.	Intern 1 25% Intern 2 50%

SCOPE APPENDIX C

C DESIGN MANAGEMENT

COMPANY OF COMPANIES

A project the size of the great park requires an organizational structure similar to a stand-alone company. As with any stand-alone company, there is a requirement to match the organizational structure to the mission. The mission is to (1) prepare a Schematic Design of the entire park, (2) provide Engineering for Early Site Delivery of the Park which will result in an approved mass grading plan for the whole park, (3) prepare final construction documents for the upper Wild Life Corridor, and (4) prepare final construction documents for Agua Chinon as directed by the City. Gafcon has prepared an organizational chart and staffed the necessary positions with subject matter experts and support staff from various local and national companies, herein referred to as a company of companies or the "Design Studio."

Gafcon is filling a multi-functional role: (1) Joint Venture Administration, (2) Design Management of the overall project, (3) Specialty Services, (4) Embedded Support Services.

Gafcon is providing embedded support services to the design and engineering arm of the project. These services are described in detail and budgeted under the corresponding design and engineering scopes and consist of specific project management roles within the project, and specific technical and support services such as administrative support, calendar scheduling and coordination.

This section, Design Management, describes how Gafcon proposes to ensure the project team develops the park in a way that satisfies performance, quality and sustainability guidelines.

The Project Management Institute defines Design Management as "the art of directing and coordinating human and material resources throughout the life of a project by using modern management techniques to achieve predetermined objectives of scope, cost, time, quality and stakeholder satisfaction".

C.1 Joint Venture Administration

APPROACH: Gafcon will manage all administrative, legal, and financial components of the Ken Smith, Gafcon joint venture to include administration of the joint venture contracts and subcontracts, budget management and project cost control.

Services provided include but are not limited to:

- Manage the physical facilities
- Provide contract and legal support for the joint venture
- Provide accounting services for the joint venture

C.2 Design Management

Design management is the overall management of cost, schedule and scope for the entire project. Gafcon is providing a traditional design management team skilled in cost controls, scheduling, budgeting, and management. Although design management has a few specific deliverables, the majority of work associated with design management is oversight and ensuring compliance with scope, schedule and budget. The management team is embedded in all aspects of the project.

C.2.1 Project Management Plan

Within thirty (30) days of project award, the GPDS, in cooperation with City staff, will prepare a draft Project Management and Procedures Manual for review and approval by the City which will include:

- Project goals, objectives, and implementation strategy
- Project delivery team
- GPDS team roles and responsibilities
- Communication protocol procedures
- Earned value project schedule and methodology
- Baseline schedule
- Project cash flow projections
- Project invoice procedures
- Design Studio and sub-consultant budgets and performance metrics
- Project deliverables as defined in Scope Appendices A, B, C, and D
- Contents and organization of Project Status Reports
- Contents and organization of Monthly Progress Reports

C.2.2 Manage the Design Program

The Gafcon GPDS management team will manage the design program and daily activities of the design studio to:

1. Deliver Schematic Plans for the entire Park as a whole as defined in Scope Appendix Appendices A and B.
2. Provide Design and Engineering services for early site delivery as further defined in Scope Appendices A and B.
3. Provide permit-ready construction drawings for the Wildlife Corridor and the Agua Chionon as defined in Scope Appendix A and B
4. Provide consulting services to support the City business plan as defined in Appendices A

and C.

5. Deliver and implement a communications program to promote the Great Park as defined in Scope Appendix D.
6. Deliver an information technology framework capable of supporting the computer- assisted drafting and design (CADD) requirements of the Design Studio, presentation and simulation graphics, and document management as defined in this section and included in Scope Appendices A, B, and D.

The mission of the Gafcon GPDS management team is to provide ongoing evaluation of the performance of the project compared to the project schedule; manage the design studio to minimize impacts on the schedule and evaluate cost and schedule impacts of additional or deleted Scope of Services; and to be ultimately responsible for the delivery of the project. In addition, Gafcon is responsible for the following:

1. Provide leadership and guidance to the Design Team on all aspects of the project.
2. Prepare and submit a Monthly Progress Report to the City staff and the Program Management team detailing at a minimum the status of the GPDS design team's progress toward project goals, objectives, and task deliverables. The report should include, at a minimum:
 - Summarized accomplishments to date
 - Updated earned value project schedule
 - Updated project cash flow projections
 - Updated schedule
 - Update status of ongoing and completed work
 - Update on objectives and anticipated milestone/deliverable completions for the next billing periods
 - Update on critical issue progress, discussions and recommendations
3. In conjunction with the Monthly Progress Report, the team will organize a monthly project status workshop including City staff, the Program Management team and the GPDS team for an over-the-shoulder review of the previous month's progress and establish direction for the next month. Issues relating to design, budget, schedule and scope will be reviewed, including but not limited to the following:
 - Update project meeting schedules
 - Update master project schedule
 - Monitor subconsultants progress for compliance

- Manage and report on project deliverables
 - Prepare and catalogue meeting minutes
 - Perform constructability reviews
 - Conduct value engineering and life cycle cost analysis
 - Evaluate for completeness, and comment on schematic design drawings (milestone deliverables)
 - Prepare cost estimates
4. The team will facilitate progress reviews by the City staff and the owner's representative to ensure work progress.

Supporting the design management team is a core cadre of information technology specialists. The two primary areas of support are Document Management and Project Controls. The only cost to the City is the labor associated in performing the tasks, not any costs of software or hardware.

Document Management

PURPOSE: Gafcon will manage all sources of information (documents, drawings, emails, meeting minutes, etc.) for the Great Park Design Studio.

ASSUMPTIONS:

- Hardware and software is provided (at no cost to the City)
- Data repositories and system development are provided and available to the City staff (at no cost to the City).

APPROACH: Gafcon will log all incoming and outgoing project documents and provide information coordination services for the Design Studio. Gafcon will organize, assemble and scan all project documents and inventory them in a centralized location for easy access and reference. Data cataloging, calendar sharing and access to data will also be managed by Gafcon.

DELIVERABLE: Gafcon will provide the following capabilities:

- A stored, and indexed catalog of project information
- Group-wide shared calendars to quickly find mutually available time slots, scheduled meetings, personnel availability
- Core document management
- A document repository with search capabilities for all Design Team members and City staff

Project Controls System (PCS)

PURPOSE: Using the Project Control System, Gafcon will manage all project controls including budget, schedule, project deliverables, earned value, invoicing, and information flow for the Great Park Design Studio.

ASSUMPTIONS:

- Hardware and software is provided (at no cost to the City)
- Data repositories and system development are provided and available to the City staff (at no cost to the City)

APPROACH: Gafcon will use industry standard software tools to perform all PCS activities including data entry, report preparation, and information management and distribution. Gafcon will work with design team members to review project information and generate reports to assess project performance. Gafcon will prepare reports and analyses to estimate project outcomes based on assumptions of project performance.

DELIVERABLE: Gafcon will provide the following with the PCS:

- Role-based charts and graphs (often called “dashboards”) providing individual role specific real-time information such as: scope changes, job cost (actual vs. budget), etc.
- Budget management tools integrated with accounting software (cost control and tracking, cash flow projections, multi-tier reporting levels, etc.)
- Contract administration tools including Request for Information (RFI) tracking providing timely views (and alerts) of pending change orders
- Integration with an industry-standard PCS system, such as Primavera's Engineering and Construction management tools
- Quantitative metrics used to determine time and budget performance

C.3 Specialty Services

Gafcon will provide specialty support services to coordinate and support the development process of the Great Park. These services will consist of the following:

C.3.1 Develop a Public/Private Funding Program (T&M)

GOAL: Following the initial identification of park elements and prior to the 30% milestone workshop, the GPDS team will establish specific performance goals and objectives and retain Public/Private funding consultants.

PURPOSE: PUBLIC - To identify park improvement and operating elements which are likely candidates for public funds such as grants, bonds, propositions and legislative appropriations for the purpose of supplementing known funding sources and filling timing and economic gaps.

PRIVATE - To identify park improvement and operating elements which are likely candidates for private fund raising such as grants and donations from corporations, individuals, endowments and foundations for the purpose of supplementing known funding sources and filling timing and economic gaps. Funds from sources such as advertising, naming rights, adoptions and

sponsorships will also be considered. The GPDS will also provide critical support research and analysis to the OCGP staff for all identified private development opportunities and on-site revenue generators consistent with the Master Plan approved by the City of Irvine.

APPROACH: Working under the direction of the GPDS, professional public and private fundraising consultants will be selected using an approach that parallels the City of Irvine's RFP selection process. The RFP will be developed collaboratively with City staff. City staff will be a voting member in the selection process. Strategy sessions and meetings with the selected consultants will always include a designated member of the City staff. Elements of the RFP for the funding consultant will require that the selected individuals or firms possess a proven track record of large fundraising programs and demonstrate their ability to assess each proposed park element from both an improvement and operating perspective for its potential fit within the criteria of various private funding sources.

Under the direction of the professional funding consultants, the GPDS will:

- Assess each proposed park element from both an improvement and operating perspective for its potential fit within the criteria of various funding sources
- Inventory potential funding sources managed by local, state and federal agencies
- Develop a funding approach linking the park's elements with the administrative and legislative steps necessary to compete for and secure funding
- Assist in the preparation of private opportunity analysis site packages for private developer solicitation

DELIVERABLE:

1. Monthly reports submitted to the City describing actions and progress in the prior month. Reports will consist of a written assessment of each park element's opportunity for qualifying for public/private funding, an inventory of likely public/private funding sources, a strategy for securing each of the identified public/private funds including the funding cycle, funding deadlines, local matching requirements, and an estimate of the likely amount and timing of receiving such funds. All funding applications will be submitted to the City along with the written grant or funding requirements for approval. Grant submission may require City Council authorization.
2. Secure commitments from alternative public/private funding sources to supplement the park's development and future operations. Guidance and recommendations will be provided to City staff in the pursuit of such funding. Prior approval and coordination with City staff is required before approaching potential private funding donors.
3. Assess alternative park management structures from a private funding perspective and provide written report of recommendations.
4. Prepare packages for each development opportunity outlining the proposed development plan and types of uses for each site, potential public-private structure and public investment, if any.
5. Review and analysis of developer proposals with written evaluation, supporting

financial analyses for each proposal, and recommendations will be provided to the City. GPDS and fundraising consultants will make presentations to the Board or City Council to update them on progress or make recommendations as appropriate.

6. Provide signature-ready grant applications.
7. Provide donor letters of commitment

C.3.2 Park Improvement Cash Flow Projection Assistance (T&M)

PURPOSE: Provide cost estimates, programs, schedules, and detailed financial cash flow projections.

APPROACH: Collaborate with cost estimators and schedulers in an effort to ensure current cost, phasing and scheduling projections are provided to the Orange County Great Park. Work with City staff to match capital improvement costs and park elements with identified funding sources to determine potential start and completion dates.

DELIVERABLE: Cost, cash flow, and development schedule projections to be provided to the City at all Milestone Events based on written direction from the City staff outlining deliverables, scope and cost.

C.3.3 Park Operations Financial Plan and Strategy (T&M)

PURPOSE: Assist in the development of a financial and management plan for the park's operations, maintenance and administration as directed by the City staff in writing.

APPROACH: Under the direction of the City staff, assist in the development of a financial and management plan on an as-needed basis.

DELIVERABLE: Based on written direction from the City staff outlining deliverables, scope and cost.

C.3.4 Ad Hoc Analysis and Research (T&M)

PURPOSE: To provide analytic support to the City staff, as directed in writing by the City, on an as-needed basis for the purpose of fulfilling the park's design and its financial sustainability.

APPROACH: Under the direction of the City staff, conduct ad hoc research, analysis and specialty public-private analysis on an as-needed basis to support future critical design, financial or other issues.

DELIVERABLE: Based on written direction from the City staff outlining deliverables, scope and cost.

Scope Appendix D

D. Strategy and Communication

D.1 Public Information

D.1.1 Media Relations

Forde and Molrich will continue to manage a press relations program designed to promote the Great Park as a project of local, national and international importance via earned media as set forth in the Orange County Great Park Earned Media Plan.

Deliverables:

- Write and present public service announcements to print and electronic media to stimulate public participation in the online planning process and survey. Draw attention to Orange County Great Park Corporation website. This outreach effort will be complemented with strategic press releases and announcements. Present key messengers to local television, KDOC and KOCE, to speak about public input opportunity via the Internet.
- Schedule key messengers to speak with local daily newspapers and radio news outlets. Write and present press releases to announce results of on-line survey. Features will focus on what the people of Orange County would like to see in the design plan of Great Park.
- Coordinate press conferences that include logistics, writing media advisory, press release and press kit components.

Provide ongoing media opportunities that include:

- Agendas distributed to all local media in advance of Orange County Great Park Corporation monthly board meetings.
- Monthly staff briefings conducted with the OC Register/Irvine World News, LA Times and any other local media that wants to attend.
- Site visits: Invite columnists and reporters including Sonya Smith at OC Register, Tony Barboza at LA Times, business reporters, and others to view the El Toro site.
- Continuous outreach to columnists at local papers and magazines.

- Write and update media availabilities, press releases and present to media pre-written stories as the Great Park progresses.
- Speeches by board members and senior staff to organizations such as the American Association of Landscape Architects and Distribute advisory to all media via wire service. Invite local media to attend, generate news stories nationally by pitching and scheduling top national newspaper reporters to speak with key messengers for story or write from release.

Position the Great Park as a national treasure, the first great metropolitan park to be built in the 21st Century using 21st Century technology and modern principles of sustainable design.

- Spokespersons will include Great Park directors and senior staff. Technical spokespersons for beat reporters who may cover land design, planning process, environmental issues, etc. will be assigned.
- Stories written by Great Park technical staff will be submitted to specialty magazines.
- Write and update media availabilities, press releases.
- Develop and present pre-written stories to media as the Great Park progresses.
- Distribute information to wire services and Internet news continuously.
- Schedule individual media interviews with key messengers, including top major national daily newspapers with circulation of at least 1,000,000. (The Boston Globe, Chicago Sun-Times, Chicago Tribune, The Dallas Morning News, Houston Chronicle, Los Angeles Times, The New York Times, San Francisco Chronicle, USA Today, The Wall Street Journal and The Washington Post).
- Develop and present stories to media for us on national television news shows (ABC, CBS, CNN, CNN Headline News, Fox News Channel, MSNBC, other cable networks)
- Maximize radio coverage in the Los Angeles market (KNX, KFI, KFWB, KCRW, KPCC, KRLA, other)
- Use specialized messengers to provide stories to multi-lingual electronic and print media (KXMX, Excelsior, La Opinion, Telemundo, Univisión; Korean, Persian, Chinese,

Vietnamese).

Produce targeted press releases/interviews for long lead media of general or special interests. Magazines can include those focusing on parks, business, real estate, design, local government, construction, and economic/finance.

- Develop and present stories to national publications of general interest (Time, Newsweek, US News)
- Develop and present stories to national business publications (Fortune, Forbes, Business Week)
- Submit pre-written stories to specialty magazines:
 - Long lead magazines that target recreational enthusiasts, youth, seniors, etc. (Runner's World, Backpacker Magazine, for example).
 - Long lead magazines and organizational publications that target architecture, design and landscape architecture.
 - Long lead magazines and organizational publications that target local government activities. (Governing Magazine, National League of Cities, US Conference of Mayors)
 - Real estate and housing publications.
 - Publications by non-profit organizations.

Create stories that promote the recreational and cultural opportunities the park will provide in addition to the jobs and economic benefits the park will generate.

- Stories, columns and op-eds in our regional local daily newspapers (Orange County Register, Los Angeles Times-Orange County Edition).
- Stories and op-eds in the Irvine World News and other community newspapers
- Stories in Coast Magazine, OC Metro, Orange Coast Magazine, Riviera Magazine and other local magazines.

D.1.2 Publications

The public will be informed about the progress and features of the Great Park through a series of printed publications which will include:

D.1.2.1 Benchmark Report

Service: The Orange County Benchmark Report continues to provide quarterly in-depth coverage of the Orange County Great Park to a list of 180,000 which includes all residents of Irvine plus an additional 100,000 people who have expressed interest in the project during the past seven years. This list is updated regularly. Costs include, creative writing, artwork and development of mailing lists. Printing, mailing, and postage are included as reimbursable items and will be based on actual cost.

D.1.2.2 Great Park Update for Irvine Residents

An informational publication will be prepared and mailed to all residents of Irvine eight times a year. It will be sent in the months when the Benchmark Report is not published.

This is a new publication, created specifically for the residents of Irvine. In combination with the Benchmark Report it will give Irvine residents a monthly report on the Great Park. This is important as we enter the development and programming phase of the Great Park, as the Park is owned by the City of Irvine and governed by the Irvine City Council. Costs include creative writing, artwork and development of mailing lists. Printing, mailing, and postage are included as reimbursable items and will be based on actual cost.

D.1.2.3 Brochures/Fact Sheets

This is a continuing effort from the prior year to keep the public informed. Developed materials will be distributed at the Great Park Corporation headquarters, Irvine City Hall, and public places, such as local libraries, recreation and senior centers and other appropriate venues.

D.2 Community and Stakeholder Relations

D.2.1 Group Presentations

Forde and Mollrich will assist the Design Studio in making presentations to stakeholder groups, community organizations, individuals and public agencies as the Master Plan progresses to the first phase of construction. We anticipate 200-300 individual, and group presentations during the term of the contract.

Deliverables:

- **Interest Group Engagement**

Three categories of interest groups should be engaged in the process of reviewing and commenting on the work of the Design Studio as they move from the conceptual plan to a detailed Master plan. These groups consist of:

- Existing community organizations
- Stakeholder coalitions
- Heritage Fields, LLC
- The general public

- **Presentations to Established Community Groups and Stakeholder Coalitions**

The Great Park Corporation has established an informal Speaker's Bureau which makes presentations to organizations which request them. We propose expanding this effort and involving members of the design team when appropriate. As part of the Stakeholder identification process, the team will work with local Stakeholders coalitions and community organizations to gauge their interest in receiving project updates and providing input to the project on a regular basis. The team will also be prepared to attend meetings at the request of key groups. Flexibility will be built into schedules to permit attending these presentations during office hours as well as evening and weekend hours on an "as needed" basis. These Stakeholder meetings will be scheduled with, at minimum, the individuals and groups listed below. A letter requesting the meeting will be distributed and appropriate follow-up contact will be made. In this way, the outreach team will seek to involve individuals and groups that may not typically participate in or attend the open house or community meetings.

- **City Councils**

City Councils will be contacted and asked if they would like to schedule a brief discussion on the Great Park design at a council meeting. Many of these meetings are televised and webcast to the larger community audiences.

- **Government Agencies and Organizations**

These groups include the League of Cities, SCAG, the Orange County Fire Authority, and other agencies that wish to be updated on the project.

- **Legislative Briefings**

In coordination with the City Manager's Office, , briefings will be scheduled with the newly-elected state Senator Tom Harman to provide updates on issues surrounding the Great Park. Additional legislative briefings will be scheduled as determined necessary by the City Manager.

- **Irvine Community Organizations**

The City of Irvine is a special constituency due to the fact the Great Park is on City-owned land. An effort will be made to show the designs to Irvine community organizations and homeowners associations.

- **Public Meetings**

In order to remain goal-driven and to focus its creative efforts, the team will establish and facilitate working meetings with project Stakeholder coalitions.

- To date these coalitions include:
 - The Orange County Great Park Conservancy
 - The Environmental coalition
 - The Arts coalition
 - The Multi-cultural coalition

- **Great Park Corporation Board of Directors**

At regularly scheduled meetings of the Great Park Board, the team will brief the Great Park Corporation Board of Directors on the progress of the design

- **Technical Review Committee**

The design team and the Great Park Corporation staff will meet periodically with key local, regional, state, and federal regulatory agencies with respect to their Project-related roles and responsibilities, their present operations, issues, use conflicts, efficiency of land use and plans in and around the Project area.

- **Community Open House**

As the first phase of the Master Plan progresses, we propose a public workshop which will explain the preliminary Master Plan and present options for the first phase of the. The format of this meeting will include a presentation, display boards, and an opportunity for public comment.

Typically, the logistics of open houses include:

- Identifying and reserving appropriate locations;
- Developing and maintaining mailing lists for invitations or notices;
- Drafting and distributing invitations or notices;
- Creating presentation materials and handouts;
- Obtaining information on parking, lighting, seating, required audio or amplification equipment, security and insurance;
- Preparing and maintaining sign-in sheets;
- Conducting or moderating meetings and discussions;
- Providing translated materials, where necessary;
- Arranging for translators and translating equipment, when necessary;
- Assuring a sufficient supply of hand-out materials; and,
- Recording comments of attendees.

This will be publicized in a number of ways to ensure that the community knows they are taking place, including notices in the Irvine Newsletter and Benchmark Report, mailings to the Great Park Stakeholders' database, information distributed through City Hall, mailings to the Stakeholders coalitions, and posts on the OCGP website.

The outreach team will make comment sheets available at the open houses, which may be collected at the meeting or mailed back to the project team. The team will develop a detailed report of each meeting, including attendance, comments received, and materials

distributed. This report will be distributed to project staff for comment and review before finalizing.

- **Online Open House**

A virtual open house will be conducted online between September and December. This will enable those who cannot attend the actual open house to view the exhibits, read presentations by the design team, and make public comments. This feedback will be given to the design team as they work on their final design.

Information about the Online Open House will be included in Community Open House promotional materials. The email database used to promote the Master Designer Selection Online Poll can also be used to promote the Online Open House.

D.2.1.1 PowerPoint and Other Computer-Generated Presentations

Service: PowerPoint presentations will be used effectively to inform Stakeholders and County groups about the Great Park. Forde and Mollrich will continue providing custom PowerPoint presentations for use by Great Park Board members, staff, design team members, and others who will do presentations on behalf of the Great Park.

D.2.2 Public Events

Service: Forde and Mollrich will work with the Design Studio and the Great Park staff to produce a series of events designed to educate, entertain, and engage the public.

D.2.2.1 Great Park Anniversary & Opening Events

The first event is scheduled for July 14, 2007, commemorating the second anniversary of the transfer of the Great Park property to the City of Irvine; this event also celebrates the completion of the Great Park Balloon, the first major public attraction of the Great Park. A third Anniversary celebration is currently anticipated for July 2008. Work efforts include planning and developing the event theme, activities and entertainment, obtaining sponsorships and assisting the City with coordination and staffing.

D.2.2.2 Groundbreaking Events

Groundbreaking ceremonies featuring Great Park Board members, stakeholders, and community leaders will be

organized for the start of construction on attractions within the Great Park.

D.2.3 Marketing and Advertising

Service: Forde and Mollrich will be the lead consultant for marketing and advertising of Park attractions, beginning with the Balloon attraction.

D.2.3.1 Balloon Marketing and Advertising Plan

Forde and Mollrich will draft and implement a marketing and advertising plan for the Great Park Balloon with Great Park staff and will be prepared to implement it beginning August of 2007. The plan will be designed to market the balloon as a centerpiece for weddings, corporate events, birthday parties, charitable fundraisers, and other special events in addition to allowing the general public to begin balloon rides.

D.2.4 Public Opinion Research

Service: Forde and Mollrich will continue to conduct public opinion research, including strategic polling, focus groups, meetings and conferences, and internet surveys in order to gauge the public reaction to the Great Park development process and evaluate support for state or local proposals which could impact the Great Park.

The reimbursables attached to this section will cover the cost of one 20-25 minute survey on 600-800 Orange County residents conducted by telephone. Forde and Mollrich will be in charge of drafting the questionnaire and producing a written report, including recommendations for the Board. The focus of the entire research process is to assist the Board in making decisions relative to the Phase I development options.

D.3 Consulting Services

Forde and Mollrich will continue to offer consulting services to the Great Park as directed by the Design Studio to deal with specific issues and projects.

D.3.1 Strategic Planning

Service: Forde and Mollrich will provide a wide range of strategic planning services to the City of Irvine relating to the design, development, and operation of the Great Park. These services will include working with Irvine City Council, Irvine City staff, the Great Park Board and staff, Lennar Corporation, and other Stakeholders to achieve consensus and implement strategic

plans.

Examples include:

- Ascertaining the impact and level of public input on the proposed Lennar Amended Development Plan
- Creating and presenting strategies for working with the non-profit organizations who propose projects within the Great Park. Providing feasibility analysis of these projects, including the Botanic Garden and the Orangewood Children's Home
- Providing analysis and strategic council on for public/private partnership opportunities and other revenue-generating opportunities within the Great Park

D.3.2 Government Relations

Service: Working with the City of Irvine and the Great Park Corporation on significant opportunities for the City of Irvine to enhance the development of the Great Park by competing aggressively for our fair share of existing and proposed public programs.

D.3.3 Special Projects

Service: Forde and Mollich will provide consulting services and by assisting the Design Studio on Great Park special projects, including but not limited to:

- The Balloon Attraction
- The Sports Park
- The Air Museum
- The Living Laboratory

Exhibit 2

FEE SCHEDULE BREAKDOWN

[attached]

Great Park Design Studio
Fee Schedule
07/17/07

Scope Appendix A	Design	Proposed Fee	
A.1	Park Planning & Design	\$7,424,000	
A.2	Park Ecology and Habitat	\$635,000	
A.3	Engineering Support	\$220,000	
A.4	Sustainability	\$590,000	
A.5	Structural Engineering	\$692,000	
A.6	City of Irvine Park Development Process Support	\$246,000	
A.7	Embedded Design Support Services	\$2,253,000	
	Subtotal - Appendix A		\$12,060,000
Scope Appendix B	Engineering		
B.1	Schematic Design	\$4,200,000	
B.2	Engineering for Early Site Delivery	\$3,300,000	
B.3	Owner Allocated	\$850,000	
B.4	Information Technology	\$788,000	
B.5	Embedded Engineering Support Services	\$1,147,000	
	Subtotal - Appendix B		\$10,285,000
Scope Appendix C	Design Management		
C.1	Joint Venture Administration	\$500,000	
C.2	Design Management	\$1,757,000	
C.3	Specialty Services	\$158,000	
	Subtotal - Appendix C		\$2,415,000
Scope Appendix D	Strategy and Communications		
D.1	Public Information	\$419,000	
D.2	Community and Stakeholder Relations	\$491,000	
D.3	Consulting Services	\$230,000	
	Subtotal - Appendix D		\$1,140,000
	Project Total		\$25,900,000

Exhibit 3

ARCHITECT'S STANDARD HOURLY RATES

[attached]

Exhibit 3

ARCHITECT'S STANDARD HOURLY RATES

[attached]

PART V SCHEDULE I
HOURLY RATE SCHEDULE

	GREAT PARK DESIGN STUDIO HOURLY RATES
Classification	
1-Man Survey Crew	\$150.00
2-Man Survey Crew	\$200.00
3-Man Survey Crew	\$240.00
Admin Assistant	\$65.00
Assistant Design Staff	\$100.00
Calendar Admin Coordinator	\$80.00
CEO - Design Studio	\$225.00
Chief Estimator	\$150.00
Chief of Design	\$175.00
Chief of Staff - Design	\$185.00
Construction Admin Mgr.	\$135.00
Cost Accountant	\$100.00
Cost Controls Support	\$85.00
Cost Estimator	\$120.00
Design Admin Coordinator	\$80.00
Design Staff	\$135.00
Director - Design	\$185.00
Director - Operations	\$185.00
Document Control Admin	\$100.00
Engineer	\$105.00
Financial Manager	\$115.00
GIS Analyst / Coordinator	\$105.00
Graphics Tech	\$85.00
Information Coordinator	\$65.00
Intern	\$65.00
Jr. Design Staff	\$115.00
JV Financial Support	\$125.00
Principal - Ken Smith	\$250.00
Principal I	\$230.00
Project Manager I	\$150.00
Project Manager II	\$135.00
Project Support Manager	\$100.00
Scheduler	\$105.00
Senior Scheduler	\$125.00
Sr. Construction Admin Mgr.	\$175.00
Sr. Design Staff	\$150.00
Sr. Engineers	\$130.00
Sr. Project Mgr.	\$150.00
Systems Administrator	\$150.00

Exhibit 4

**REIMBURSABLE EXPENSE BUDGET AND
CITY OF IRVINE REIMBURSEMENT POLICY**

[attached]

Summary Reimbursable Budget
Phase 2
GPDS Schematic Proposal
07/02/2007

Reimbursable Summary						
<i>Company</i>	<i>Travel</i>	<i>Per Diem</i>	<i>Rental</i>	<i>Other</i>	<i>Total</i>	
KSLA	\$ 5,600	\$ 9,600	\$ 26,400	\$ -	\$ 58,608	
Mia Leher	\$ -	\$ -	\$ -	\$ -	\$ -	
Greensfield	\$ 2,600	\$ 4,500	\$ 15,832	\$ -	\$ 29,932	
Buro Happold	\$ 18,000	\$ 2,200	\$ 12,876	\$ -	\$ 33,076	
Jim Conti Lighting Design	\$ 4,800	\$ 3,000	\$ 10,440	\$ -	\$ 18,240	
Reinhold Schneider	\$ 2,200	\$ 2,200	\$ 7,656	\$ -	\$ 12,056	
MIG	\$ 7,200	\$ 2,400	\$ 8,352	\$ -	\$ 17,952	
Forde and Molish				\$ 873,168	\$ 873,168	
Reprographics (deliverable reproduction)				\$ 300,000	\$ 300,000	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Total	\$ 85,800	\$ 29,150	\$ 111,882	\$ 1,173,168	\$ 1,400,000	

Reimbursable Budget

Consultant	KSLA		New York									
	Air Travel		Local Transportation		Per Diem							
	Days	Per Flight	Flight	Days	Rate	Car	Days	Per Day	Per Day	Total	Total	Total
Karl Smith	24	\$600	\$14,400	168	\$50	\$8,400	168	\$174	\$29,232	\$52,032	\$52,032	\$52,032
Elizabeth Asawa	1	\$600	\$600	21	\$50	\$1,050	21	\$174	\$3,654	\$5,304	\$5,304	\$5,304
Brian McHugh	1	\$600	\$600	3	\$50	\$150	3	\$174	\$522	\$1,272	\$1,272	\$1,272
Troy Vaughn		\$600			\$50							
Gordon Belcher		\$600			\$50							
Totals	26		\$15,600	192		\$9,600	192		\$33,408	\$58,608		

Summary of Expenses	
Air Travel	\$15,600
Local Transportation	\$9,600
Per Diem	\$33,408
Other Reimbursables	
Total	\$58,608

Other Reimbursables - Total	
Reprographics	
Totals	

Reimbursable Budget

[illegible]

Summary of Expenses
Airfare
Local Transportat
Per Diem
Other Reimbursat
Total

Other Reimburseables Total	
Reprographics	
Totals	

Reimbursable Budget

Consultant: Greenshield, New Jersey											
	No. Trips	Air Travel		Local Transportation			Per Diem				
		Budget	Total	Car	Car	Total	Per Diem	Per Diem	Total	Total	Total
			Flight	Days	Rate	Car	Days	Per Day	Per diem	Travel	
Steven Handel	12	\$600	\$7,200	75	\$50	\$3,750	6	\$174	\$1,044	\$10,059	\$24,000
Jeannie Gural		\$600			\$50						
Janet Mannelli	2	\$600	\$1,200	10	\$50	\$500	10	\$174	\$1,740	\$3,440	
Millan	2	\$600	\$1,200	6	\$50	\$300	6	\$174	\$1,044	\$2,544	
Totals	16		\$9,600	91		\$4,550	91		\$15,834	\$29,984	

Summary of Expenses	
Air Travel	\$9,600
Local Transport	\$4,550
Per Diem	\$15,834
Other Reimbur:	
Total	\$29,984

Other Reimbursables - Total	
Reprographics	
Totals	

Reimbursable Budget

Consultant	Buro Happold		New York							
	Air Travel		Local Transportation		Per Diem					
	No. Trips	Budget Per Flight	Total Flights	Car Days	Car Rate	Total Per Diem	Per Day	Total Per Diem	Total Travel	
Byron Sturt	0	\$600	\$3,900	26	\$50	\$1,250	26	\$174	\$4,550	\$11,600
Craig Schwiliter	5	\$600	\$3,000	10	\$50	\$500	10	\$174	\$1,740	\$5,240
Boyan Ashkemet	3	\$600	\$1,800		\$50		10	\$174	\$1,740	\$3,540
Ana Serra	1	\$600	\$600	3	\$50	\$150	3	\$174	\$522	\$1,272
Andrew Coats	6	\$600	\$3,600		\$50		15	\$174	\$2,610	\$6,210
Davood Liaghat	2	\$600	\$1,200	4	\$50	\$200	4	\$174	\$696	\$2,096
Peter Guirne	2	\$600	\$1,200		\$50		5	\$174	\$870	\$2,070
Lukasz Laski	1	\$600	\$600	2	\$50	\$100	2	\$174	\$348	\$1,048
Totals	30		\$18,000	44		\$2,200	74		\$12,876	\$33,076

Summary of Expenses	
Air Travel	\$16,000
Local Transportation	\$2,200
Per Diem	\$1,287.50
Other Reimbursables	
Total	\$33,076

[illegible]

Reimbursable Budget

Consultant	TEN Arquitectos		Los Angeles/New York							
	No.	Air Travel		Local Transportation		Per Diem				
		Budget	Total	Car	Car	Per Day	Per Day	Total	Total	
	Days	Per Flight	Flight	Days	Rate	Days	Per Day	Per Day	Per Day	Travel
Tim Dwyer	10	\$600	\$6,000	30	\$50	\$1,500	30	\$174	\$5,220	\$11,220
Mark Dwyer	10	\$600	\$6,000	30	\$50	\$1,500	30	\$174	\$5,220	\$11,220
Enrique Noriega	8	\$600	\$4,800	25	\$50	\$1,250	25	\$174	\$4,350	\$10,150
Salvador Arroyo	8	\$600	\$4,800	25	\$50	\$1,250	25	\$174	\$4,350	\$10,400
Dieter Schepelleneberger	8	\$600	\$4,800	25	\$50	\$1,250	25	\$174	\$4,350	\$10,400
Totals	44		\$26,400	104		\$5,200	134		\$23,316	\$54,916

Summary of Expenses	
Air Travel	\$26,400
Local Transportation	\$5,200
Per Diem	\$23,316
Other Reimbursables	
Total	\$54,916

Other Reimbursables - Total	
Reprographics	
Totals	

Reimbursable Budget

Consultant	Jim Conti Lighting Design		New York							
	Air Travel		Local Transportation		Per Diem					
	No.	Budget	Total	Car	Car	Total	Per Diem	Per Diem	Total	Total
	Days	Per Flight	Flight	Days	Rate	Car	Days	Per Day	Per diem	Travel
Jim Conti	8	\$300	\$4,800	60	\$50	\$3,000	60	\$174	\$10,440	\$18,240

Summary of Expenses	
Air Travel	\$1,800
Local Transportation	\$3,000
Paid Dues	\$1,440
Other Reimbursables	
Total	\$18,240

[illegible]

Reimbursable Budget

Consultant: Resnicow Schroeder San Francisco										
No.	Air Travel Days	Per Diem Rate	Flight Fare	Local Transportation Days	Car Rate	Total Local Transportation	Per Diem Days	Per Diem Rate	Total Per Diem	Total Travel
Laura Bradley Davis			\$600	20	\$50	\$1,000	20	\$174	\$3,480	\$6,280
David Resnicow	3		\$600	20	\$50	\$1,000	20	\$174	\$3,480	\$6,280
Danielle Green			\$600	4	\$50	\$200	4	\$174	\$696	\$1,496
Totals	7		\$4,200	44		\$2,200	44		\$7,656	\$14,056

Summary of Expenses	
Air Travel	\$4,200
Local Transportation	\$2,200
Per Diem	\$7,656
Other Reimbursables	
Total	\$14,056

Other Reimbursables	
Reprographics	
Totals	

Reimbursable Budget

[illegible]

Summary of Expenses	
Air Travel	\$7,200
Local Transportation	\$2,400
Per Diem	\$8,352
Other Reimbursables	
Total	\$17,952

Other Reimbursable Total	
Reprographics	
Totals	

Other Reimbursable	Total
Media Relations	\$70,800
Publications	\$450,000
Public Events	\$162,368
Marketing and Adver	\$70,000
Public Opinion Resea	\$30,000
Government Relations	\$90,000
Reprographics	
Totals	\$873,168



CITY OF IRVINE FINANCIAL POLICIES & PRACTICES

SECTION: 1.1

EFFECTIVE: 02/23/2004

REVISED:

SUBJECT: BUSINESS EXPENSES

APPROVED: RP

PURPOSE: To properly account for all City business expenses whether through employee reimbursement or vendor payment. Provide a fair and accountable means of reimbursing staff members for all necessary and actual expenses incurred while conducting City business. Assure the appropriate use of City funds and the adherence to IRS regulations.

POLICY: It is the City of Irvine's policy to make appropriate use of City funds by paying for reasonable and necessary costs associated with approved employee travel, training, meetings or supplies while conducting City business.

REFERENCES: The City maintains an accountable business expense plan as defined under Internal Revenue Code Section 62, whereby reimbursements of expenses are not reported to the IRS as wages.

Reference is also made to Financial Policies and Practices (FPP) Sections 3.1 and 3.3 regarding Purchasing and the Purchasing Card program, Section 10.15 concerning Petty Cash and Section 1.2 relating to Cash Advances.

Provisions pertaining to the City's Educational Reimbursement and Professional Development programs can be found in Article 24 of the City's Personnel Rules and Procedures, which is available from Human Resources.

FINANCIAL POLICIES & PRACTICES

Section 1.1 – Business Expenses

PRACTICES: Vendor payment and/or employee reimbursement for expenses incurred for supplies, food items, conference attendance, training programs, meetings, memberships and other official City business, will be made only for direct expenses when properly authorized and incurred on behalf of the City. Expenses incurred for City programs involving non-employee groups are considered supplies and should be accounted for as stated in FPP 3.1.

For employee reimbursements to qualify as an accountable business expense plan in conformance with the Internal Revenue Code, all City employees must adhere to the requirements listed to the right. Any payments not meeting these requirements will be reported as taxable compensation to the employee on their W-2.

The Department Director or designee, that approves the reimbursement request form, transaction log, invoice, warrant request or purchase requisition related to expenses covered under this policy acts as the primary responsible party in certifying that expenses incurred or activities conducted are in compliance with this policy, and that substantiation is also provided, as applicable under this policy.

Accounting for Expenses

- Expenses must have been paid or incurred while on official City business.
- Expenses must be accounted for within sixty (60) days, but no later than June 30 of the fiscal year in which the expenses were incurred.
- Any advances in excess of actual expenses must be returned to the City within ten (10) days of the end of the trip.
- Expenses must be itemized and substantiated with the amount, date, place, business purpose, and names of individuals participating. Original receipts for all expenses must be submitted with the exception of per diem meals not exceeding the Federally allowed limit.

Items of a personal nature are not reimbursable, including but not limited to: alcoholic beverages, fines or traffic violations, spouse or guest accommodations, gambling expenses, room or flight upgrades, movies or other entertainment, and tips in excess of reasonable standards. Non-allowable items will be deducted before payment to the employee, and must be reimbursed to the City as set forth in FPP Section 3.3 if paid for with a Purchasing Card.

FINANCIAL POLICIES & PRACTICES

Section 1.1 – Business Expenses

Business Travel Expenses

The City shall pay all allowable expenses for travel on City business. These include transportation, lodging, registration fees, meals, and other incidental expenses if they are for official business and fit within these guidelines. There are three payment methods for travel expenses: Purchasing Card, direct vendor payment and employee reimbursement.

A. Purchasing Card

- (1) Employees with access to a City Purchasing Card may use the card for business expenses in compliance with FPP Section 3.3 and this policy.
- (2) Reservations for registration, transportation and lodging should be made in advance through use of a Purchasing Card when possible.
- (3) All required documentation, including receipts, must be submitted to Accounts Payable along with the Purchasing Card Transaction Log by the prescribed deadline. Documentation should state purpose and attendees.

B. Direct Vendor Payment

- (1) Employees may submit an approved purchase requisition or warrant request through IFAS to request advance payment to the vendor. Documentation should state purpose and attendees.

C. Employee Reimbursement

- (1) Reimbursement requests are submitted to Accounts Payable on an Expense Report form; with the amounts, dates, places and business purposes of all expenses itemized. (See exception for the federal per diem meal rate.) Documentation should list all attendees if employee paid for more than themselves. Authorization by department Director or designee is required, with the exception of the Director's Expense Report, which requires Deputy City Manager approval. The City Manager shall approve the Deputy City Manager's Expense Report and vice versa.
- (2) Alternatively, reimbursement of seminar, conference and meeting expenses under \$100 can be made through petty cash provided that the documentation and approvals listed in C(1) are included with the request.

The City's per diem meal allowance applies only to business travel requiring an overnight stay and conforms to the federal Per Diem rate.

FINANCIAL POLICIES & PRACTICES

Section 1.1 – Business Expenses

Meal receipts are not required if the employee uses the federal rate.

Annual rates for all areas can be obtained from the GSA website at www.gsa.gov. For example, the 2006 federal rate of \$64/day for meals applies to Los Angeles, Ventura, San Francisco and San Diego Counties. Individual meal guidelines can also be obtained from the website. The example's daily rate of \$64 breakdown is as follows: Breakfast - \$12, Lunch - \$18, Dinner \$31 and Incidentals - \$3.

Alternatively, if meal expenses exceed the federal per diem rate, the employee must submit all meal receipts with all documentation in order to receive reimbursement for the excess amount.

Telecommunication charges incurred for City business purposes will be reimbursed upon submission of an approved expense report itemizing the amount, date, and business purposes of the charges. The original vendor invoice or statement shall be attached.

Cash advances may be requested by the employee for approved City business expenses when there is financial necessity to the employee in compliance with FPP Section 1.2. The supervisor and Department Director or designee must approve the cash advance request. The minimum amount of anticipated expenses required requesting a cash advance is \$100. Within 10 days of the end of the trip an approved Expense Report Form must be submitted with receipts, and any unsubstantiated funds must be returned to the City.

Mileage

Reimbursable mileage rates are set annually for the upcoming fiscal year during the budget process and adhere to the Internal Revenue Service standard business-related mileage rate. Refer to the annually updated Budget Manual to obtain the rate for the current fiscal year. For example, the rate for fiscal year 2005-2006 is set at \$0.405/mile. An approved Expense Report must be submitted itemizing the number of miles, dates, destinations, and business purpose. Reimbursement can be made through petty cash or through the weekly warrant process.

FINANCIAL POLICIES & PRACTICES

Section 1.1 – Business Expenses

Business Meal Expenses

Business meal expenses, other than those incurred under the federal per diem rate, will be reimbursed, or paid if purchased with the City Purchasing Card, for the actual cost incurred while conducting City business. This includes one-day/local conferences, business luncheons, etc. Original receipts are required for reimbursement of all such business meals. Meal expenses must be substantiated with the individuals' names and the business purpose of the expenditures. The City Manager may approve exceptions to this policy on a case-by-case basis.

As a general rule, meal expenses incurred while conducting routine daily work assignments will not be considered reimbursable or payable, (e.g., employee evaluations, project discussions, etc.). Additionally, unreasonable or unordinary meals expenses will not be reimbursable or payable.

Supplies, Services and Computer Related Purchases

Supply and computer-related purchases incurred for City business purposes will be reimbursed upon submission of an approved expense report itemizing the amount, date, and business purposes of the charges. The original vendor invoice or statement and proof of payment shall be attached. All computer-related purchases require prior approval from the Information Technology Administrator, as well as the Department Director or designee.

Police Officer Standards and Training (POST)

An Expense Report should be submitted for expenses to be reimbursed by POST. POST policy and rates will be followed in paying for training expenses to be reimbursed by POST only if the request for payment includes documentation that the expenses qualify for POST reimbursement. However, POST related courses that are not reimbursed by POST must adhere to the policies and practices stated herein for training and conference expenses.

FINANCIAL POLICIES & PRACTICES

Section 1.1 – Business Expenses

Temporary Assignments

Meal, lodging and travel expenses will be reimbursed to the employee while temporarily assigned outside the local area. Expenses must be submitted on an Expense Report form and approved by the Department Director or designee. Job-related necessary expenses will be reimbursed as well as necessary and reasonable expenses such as telephone and laundry. Expenses for personal services, personal entertainment and non-expended supplies will not be reimbursed.

Memberships and Subscriptions

Job-related memberships and subscriptions are typically paid directly to the vendor. For reimbursement, the employee must submit an approved Expense Report or Education Reimbursement/Professional Development Program form with proof of payment by the employee. Acceptable receipts include cancelled checks, receipts from the vendor, or credit card receipts itemizing purchases. Memberships and subscriptions shall not be reimbursed through petty cash.

Education Reimbursement/Professional Development Program

Eligible program expenses include college level courses, job-related training, conference registration, memberships, and subscriptions. When allowed by MOU, physical examinations and travel expenses may be reimbursable. Training programs and seminars include, but are not limited to, programs sponsored by professional and technical organizations, local colleges and universities, other governmental agencies and private training organizations.

The City will pay for expenses only with advance approval by the supervisor and Department Director, or designee. See Personnel Rules and Procedures Article 24 for further details. Expenses to be reimbursed from these funds must be submitted on an Education Reimbursement/Professional Development Program form and submitted to Human Resources in compliance with Human Resources procedures. Education Reimbursement and Professional Development Program expenses are **not** eligible uses of the City Purchasing Card.

If the vendor is to be paid directly, the vendor invoice and instructions for payment to the vendor should be submitted with the approved Education Reimbursement/Professional Development Program form. Reimbursements to the employee must include the vendor invoice and proof of payment by the employee with the approved Education Reimbursement/Professional Development Program form.

FINANCIAL POLICIES & PRACTICES

Section 1.1 – Business Expenses

- GLOSSARY:**
- Business Expense*** – Any expense for supplies, food items, meals, travel, or fees incurred while conducting City business whether through a City program or employee participation.
- City Business*** - Conferences, training sessions, meetings and other official City business, which is a direct result of employment with, or representation of, the City of Irvine.
- Conferences*** – Seminars, workshops and training programs that are primarily for the educational or professional enrichment of the participant for which the City will receive a secondary or indirect benefit.
- Employee*** – any person regularly employed by the City, excluding elected officials and members of advisory commissions, committees or boards.
- Incidental Business Expenses*** – Miscellaneous expenses related to the conference, seminar or meeting such as taxi fare and parking fees.
- Mileage*** – Reimbursable expense incurred through the use of a private vehicle while on official City business.
- Receipts*** - Acceptable receipts include; paid original receipt from the vendor, cancelled checks, itemized original invoice showing paid and itemized credit card receipt.
- Travel*** – Travel at which attendance of the participant is required to conduct specific items of City business.

ATTACHMENT: 1 – Expense Report Form



AIA® Document B141™ – 1997 Part 2

Standard Form of Architect's Services: *Design and Contract Administration*

TABLE OF ARTICLES

- 2.0 GENERAL PROVISIONS
- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

ARTICLE 2.0 GENERAL PROVISIONS

§ 2.0.1 These General Provisions are a part of the Agreement entered into between the Owner and the Architect for Schematic Design and Engineering, dated July __, 2007 (the "Agreement").

§ 2.0.2 Defined Terms

§ 2.0.2.1 Unless otherwise indicated, the terms used herein shall be defined as set forth in the Agreement. The following definitions are supplemental to the definitions contained in the Agreement:

§ 2.0.2.1.1 "Board" means the Board of Directors of the Orange County Great Park Corporation.

§ 2.0.2.1.2 "City Council" means the City Council of the City of Irvine.

§ 2.0.2.1.3 "City Staff" means the staff of the City of Irvine including, unless otherwise specified, the Corporation Staff.

§ 2.0.2.1.4 "Corporation" means the Orange County Great Park Corporation.

§ 2.0.2.1.5 "Corporation Staff" means the City employees specifically designated as staff of the Corporation on the Corporation's organizational chart.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ 2.0.2.1.6 "Major Milestone Report" means a report to the Corporation Board and the City Council prepared jointly by the Architect and City Staff that describes the progress made toward the completion of the Architect's services under the Agreement at the milestone points set forth in the Scope of Services. The Major Milestone Report shall also include a description of any design-related issues with respect to which the Architect and/or the Corporation seek direction from, or a determination by, the City Council pursuant to Sections 2.0.3.5 and/or 2.0.5, below.

§ 2.0.2.1.7 "Part 2" shall mean this AIA Document B 141 Part 2, modified for the Project.

§ 2.0.3 Architect's Responsibilities.

The Architect shall provide the Services in accordance with the provisions of the Scope of Services and shall have the following responsibilities:

§ 2.0.3.1 Provide the design and engineering Services as defined in the Scope of Services in order to implement the preliminary Great Park Master Plan approved by the City Council, and by the City's Planning Commission and the Corporation Board. Except as specifically provided in the Scope of Services, the Services required by this Section 2.0.3.1 exclude the services required by the Master Design Agreement, which the Architect remains obligated to complete pursuant to and for the compensation specified in the Master Design Agreement.

§ 2.0.3.2 Produce the design and construction documents, deliverables, products and services, in compliance with City of Irvine standards as specified in the Scope of Services, and as set forth in this Part 2.

§ 2.0.3.3 Support the Owner's Representative by participating in coordination of the design and development of the Great Park with the development of adjacent properties and advise the Corporation as to developments with adjacent property owners.

§ 2.0.3.4 Present to the Corporation's Chief Executive Officer and Corporation Staff the draft schedules and budgets for the Architect's Services required by the Scope of Services and Section 1.5 of the Agreement for review and approval.

§ 2.0.3.5 Make presentations to the Corporation Board and City Council at Major Milestone intervals defined by the Scope of Services. The Architect shall provide Corporation Staff with a reasonable advance opportunity to review and comment on the Architect's presentation and the Architect shall respond in writing to Corporation's comments within seven calendar days of receipt of the same, or such shorter period as is necessary to address the Owner's comments in advance of the relevant presentation. Owner acknowledges that it may not be possible in all circumstances for the Architect to provide the Owner with an advance opportunity to review all final revisions to the Architect's presentation, provided, however, that the Architect acknowledges that, to the extent reasonable practicable, such presentations shall represent the collaborative efforts of the Architect and the Corporation.

§ 2.0.3.6 With prior written approval of City Staff, facilitate the coordination of meetings and interface with adjacent landowners, the Department of Navy, the County of Orange, other stakeholders and any other agencies and entities having responsibility for or interest in aspects of the development of the Great Park. The Architect shall periodically advise the Owner's Designated Representative of specific issues with respect to which the Architect believes it would be most efficient and effective for the Architect to serve as the direct point of contact representing the Great Park project team's interest with a particular agency. The Owner's Designated Representative shall in good faith evaluate the Architect's recommendation and after such consultation as the Owner's Designated Representative determines necessary, which may include the Program Manager, Lennar, City and Corporation Staff, among others, the Owner's Designated Representative shall advise the relevant parties in writing of the protocol to be followed in dealing with the relevant agency in connection with the issue in question.

§ 2.0.3.7 Prepare preliminary and final construction cost estimates for work designed by the Architect as described in the Scope of Services, as it may be amended or supplemented from time to time, for review and approval by the Owner.

§ 2.0.3.8 Provide the comprehensive Monthly Schedule Update as defined by Section 1.5 of the Agreement and the Scope of Services to the Owner's Representative describing significant milestones accomplished, funds expenditure

to date, cost estimate to complete and listing of any significant delays or technical issues, by the date and in compliance with the parameters and procedures set forth in the Scope of Services.

§ 2.0.3.9 Communicate with City Staff and Corporation Staff and resolve design issues in connection with City Staff's review of plans and specifications and the issuance of permits.

§ 2.0.3.10 Direct the work by the Architect's Subconsultants subject to the Scope of Services.

§ 2.0.3.11 Provide recommendations to the Owner's Representative on design-related issues related to the Great Park as defined in the Scope of Services.

§ 2.0.3.12 Provide permit-ready construction plans and specifications per the Scope of Services. Address all jurisdictional agency review comments necessary to secure permits and clearances, including but not limited to City Staff comments. Where the Scope of Services includes preparation of construction documents, the Architect has sole responsibility for the preparation of approvable discretionary applications and permit-ready construction documents. If the Architect is proposing a specification or standard that is outside of the City's then-current standards, the Architect shall be responsible for supporting its request for a deviation with proof that the proposed standard is equal to or greater than the current standard.

§ 2.0.3.13 Respond in writing to the Corporation Staff's comments on all Tasks, Deliverables, submittals, Work Product and directives.

§ 2.0.3.14 Provide the Corporation Staff with progress drawings, plans and specifications upon request, provided, however, that the Owner shall exercise reasonable discretion in the frequency and quantity of such requests, and the Architect may clearly mark as drafts any such requested documents that are not final and shall not be made available for public distribution.

§ 2.0.3.15 Advise the Owner of periodic "workshop sessions" and invite the Owner's participation in such sessions.

§ 2.0.4 Owner's Responsibilities.

The Owner shall have the following responsibilities:

§ 2.0.4.1 The Owner's Representative shall be authorized to act on behalf of the Owner and the Corporation as provided in this Agreement. The Owner's Representative shall be responsible for administering the Agreement and/or the Owner's outside consultants, among his or her other duties.

§ 2.0.4.2 Oversee the implementation of the Architect's Services with respect to the Project.

§ 2.0.4.3 Make presentations to the Corporation Board and City Council at Major Milestone intervals with the Architect, and recommend design, priority and implementation strategies to the Corporation Board and City Council.

§ 2.0.4.4 Report to the City Council and the Board on the performance of the Architect related to the Scope of Services.

§ 2.0.4.5 Review and, as appropriate, approve all submittals, Deliverables, Work Products, and performance of Services, budget and schedules provided by the Architect, for contract compliance and technical completeness; provided, however, that such review shall in no event relieve the Architect from sole responsibility for the technical completeness, adequacy, and quality of the Architect's Services and Work Products, schedule and budget. Comments from the Owner's Representative shall be reviewed and responded to by the Architect prior to official submittals.

§ 2.0.4.6 Direct the Architect to prepare and present, and facilitate design presentations made by the Architect to the Board and the City Council. In this regard, the Owner's Representative shall have sole authority to determine which, if any, design-related issues should be forwarded to the Board and/or the City Council for resolution in advance of the Major Milestone Reports, in order to enable the project to remain on schedule. The manner in which the

Owner's Representative exercises such authority shall in no event excuse the Architect's timely performance of all obligations set forth in the Scope of Services or entitle the Architect to a Change Order to extend the Schedule or increase the Architect's compensation.

§ 2.0.4.7 Facilitate communications with City Staff in connection with City Staff's review of plans and specifications and the issuance of permits.

§ 2.0.4.8 Facilitate City Staff review of proposed modifications to City standards that the Architect states are necessary for the Project design.

§ 2.0.4.9 Oversee the Architect in performing the Services with respect to obtaining required regulatory approvals and permits within the City of Irvine's standard review schedule for complete applications for City approvals, and as required from other agencies or entities for the development of the Great Park

§ 2.0.4.10 Facilitate the coordination of issues with the Heritage Fields property development including but not limited to development of the master schedule of the Backbone Infrastructure.

§ 2.0.4.11 Administer the contracts, oversee the progress and acceptance of the Deliverables and review invoices for payment.

§ 2.0.4.12 Evaluate proposed design concepts and technical specifications when design concepts, details or specifications which are not typical or standard within the City do not conform to established City Standards; provided, however, that in accordance with Section 2.0.3.12 of this Agreement, the Architect is solely responsible for its determination to seek a variance from or change in any City Standard and shall not be entitled to any extension of time or increase in compensation with respect to the Architect's efforts to obtain the same.

§ 2.0.4.13 Review and comment on draft construction cost estimates and Project Schedules developed by the Architect.

§ 2.0.4.14 Provide oversight review of the design, including Schematic Design development and construction documentation. Comments from the Owner's Representative shall be reviewed and responded to by the Architect prior to any submittals.

§ 2.0.4.15 Review and approve a quality control plan for services provided by the Architect.

§ 2.0.5 City Council Authority.

To the extent unresolved design related issues exist between the Architect and the Owner's Representative as set forth in the Major Milestone Report, the City Council shall have the authority to make a final determination with respect to these issues when the same are presented to the City Council as part of the Major Milestone Report. The City Council also shall have the authority to resolve any design related issues that may be referred to the City Council by the Owner's Representative, from time to time.

§ 2.0.6 Design and Management Services During Construction.

The parties agree that the design professional's expertise and involvement will be important during construction of the Great Park to ensure the design intent as depicted in the Construction Documents is carried forward.

The parties have elected to defer negotiation of the details of the Architect's role during Project construction, but acknowledge the critical role that the Architect will provide in the Owner's later determination of the construction delivery methods and approaches for the provision of design support during the construction phases of the Project.

In this regard, the Owner and the Architect agree that:

(i) The Architect's role needs to be defined in a manner that avoids conflicts of interest while at the same time permitting the Architect to participate in the Owner's oversight of the construction contractor's execution of the Architect's design intent;

(ii) Provision must be made for the Owner's rigorous oversight of the Architect; and

(iii) The definition of the Architect's role in construction administration services will include the Owner's consideration of the Architect's recommendations relative to Project approach and delivery methods.

It is the Parties' intent that the Architect's role in provision of design support during construction will be added to the Scope of Services as "Additional Services" upon negotiation and execution of a Contract Change Order pursuant to Section 1.3.3.1 of Part 1 prior to the award of construction contracts for any construction documents prepared by the Architect.

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services. The Architect shall consult with the Owner, research applicable design criteria, organize monthly (or more frequent as needed or as reasonably requested by the Owner) design meetings to keep the Owner and its consultants informed of the status of the design, attend other Project meetings as provided in the Scope of Services and such other meetings as may be requested by the Owner, communicate with the Owner and issue progress reports as provided in the Scope of Services. For design meetings, the Architect shall produce and distribute meeting agendas at least 24 hours in advance of such meetings. The Architect shall coordinate its Services with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 Within 15 days of the date of this Agreement, the Architect shall prepare and submit the draft Baseline Schedule to the Owner for review and approval. The Architect shall periodically update the Project Schedule that shall identify milestone dates for all major design activities required for completion of the Schematic Design, including but not limited to decisions required of the Owner, design services furnished by the Architect and completion of documentation provided by the Architect, as provided in Part 1 of this Agreement and in the Scope of Services. The Architect shall update the Project Schedule as necessary in accordance with the phases, conditions and progress of the Project existing at that time. The Owner's review and acceptance of the monthly Project Schedule Update shall not be construed as relieving the Architect of its control and responsibility over the means, methods, sequences and techniques for performing the Services. *See also Subsection 1.1.2.6, as amended.*

§ 2.1.3 The Architect shall consider the value of alternative materials, systems and equipment, together with other considerations based on program, budget and aesthetics in developing the Schematic Design for the Project and in performing any additional services as provided in the Scope of Services. The Architect shall review the alternatives with the Owner and shall make recommendations, as appropriate, to the Owner in order to improve upon the Project's program, schedule budget and quality as provided in the Scope of Services.

§ 2.1.4 [Intentionally omitted.]

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals specified in the Scope of Services and the Project Schedule for purposes of evaluation and approval by the Owner. Major Milestone Schematic Design submittals shall be submitted at 30%, 70%, 97% and 100% intervals. With each design submission, the Architect shall include a report summarizing any deviations or changes from previously approved design documents and the Project Schedule Update. The Architect shall be entitled to rely on approvals received in writing from the Owner provided that the Architect has fully disclosed to the Owner all information necessary for the Owner to make an informed decision as to the subject matter of those approvals, in the further development of the design, provided, however, that the Owner shall at all times have the discretion to make suggestions and modify the Owner's approvals, subject to the Change Order provisions in Section 1.3.3.

§ 2.1.6 The Architect shall assist the Owner in connection with filing documents required for the approval of governmental authorities having jurisdiction over the Project for any such approvals that the Owner is responsible for obtaining.

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 By the date specified in the Project Schedule, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. If the Owner elects to expand the Architect's services to be provided under this Agreement to include detailed design following completion of the Schematic Design Phase, as the design process progresses through the end of the

preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work at the stages specified in the Change Order for such expanded services. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, subject to Section 1.2.3.4, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, phasing, quality or budget.

§ 2.1.7.2 [Intentionally omitted.]

§ 2.1.7.3 [Intentionally omitted.]

§ 2.1.7.4 [Intentionally Omitted.]

§ 2.1.7.5

(Paragraphs deleted)

[Intentionally Omitted.]

§ 2.1.7.6 [Intentionally Omitted.]

(Paragraphs deleted)

§ 2.1.7.7 The Architect agrees to cooperate with any consultant retained by the Owner.

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services for the Schematic Design development shall include the elements identified in the Scope of Services. Based on the Architect's knowledge and judgment, no additional design consultants other than those identified in the Scope of Services will be necessary for the Architect to perform its Scope of Services for the Schematic Design Phase under this Agreement. Should, in the Architect's judgment, any additional design consultants become desirable to perform its Scope of Services under this Agreement, the Architect will promptly inform the Owner, provide the Owner with a Scope of Services for such additional consultants, and furnish the Owner with an estimate of the cost of such consultant's services and the reasons that the Architect recommends expanding the Scope of Services to include such additional consultant's work for the Owner's consideration. Notwithstanding the foregoing, the Owner shall not be responsible for the cost of any additional consultants that are necessary to complete the Schematic Design as described in the Scope of Services. The Architect may add additional consultants that the Architect deems desirable only upon the Owner's prior written approval or at the Architect's sole cost and expense.

§ 2.4.1.1 Throughout the course of the Project, the Architect shall comply with all governmental authorities having jurisdiction over the Project with respect to the design of the Project. The Architect shall advise and assist the Owner in obtaining all permits and approvals necessary for the Project, including, but not limited to, the following:

Section 404 Clean Water Act Permits, California Fish and Game Section 1602 Streambed Alteration Agreement, Section 401 Water Quality Certification, NCCP compliance, California and Federal Endangered Species Act "incidental take" permits.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the Master Plan, schedule, and estimate for the Cost of the Work. The Schematic Design documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project

(Paragraphs deleted)

components and shall include plans, sections, elevations, study models, perspective sketches, schematic diagrams, and narratives of major systems, survey of applicable codes, and value engineering analysis and reports. The Schematic Design Documents shall include a conceptual site plan including each of the separate Park Districts specified in the Scope of Services.

§ 2.4.2.2 Any changes that the Owner requires to the Schematic Design Documents for any reason prior to a Major Milestone Point or between Major Milestone Points shall be made at the sole cost and expense of the Architect, unless the Owner requires changes to Schematic Design Documents previously approved by the Owner at a Major

Milestone Point, in which case the Architect may be entitled to additional compensation or time to address the Owner's requirements if the request would constitute a Change in Services pursuant to Section 1.3.3.2.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents for the mass grading for Early Site Delivery based on the approved updated Construction Cost Budget. The Construction Documents shall set forth in detail the requirements for construction of the Early Site Delivery Mass Grading. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Drawings shall be complete, coordinated and detailed for each bid package with appropriate designations noted thereon.

§ 2.4.4.2

(Paragraphs deleted)

Unless otherwise directed by the Owner or specified in the Scope of Services, 4 weeks prior to the anticipated submission of 100% Construction Documents, the Architect shall submit for the Owner's review and approval the 90% Construction Documents.

§ 2.4.4.3 The Construction Documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations currently in effect or such modifications to the same as are approved in advance in writing by the relevant governmental entity with jurisdiction to modify the same, and approval by the Owner of the Construction Documents shall in no way be construed so as to relieve the Architect of its professional and contractual obligations. In the event the Architect fails to comply with all such applicable laws, statutes, ordinances, codes, rules, and regulations, subject to the limitations on the Architect's liability in Section 1.4.3, the Architect agrees to bear all resulting losses and damages caused by such failure, and shall, at the request of the Owner, modify the Construction Documents to comply with applicable laws, ordinances, codes, rules and regulations at the Architect's sole expense.

§ 2.4.4.4 Approval by the Owner of the Construction Documents shall in no way be construed so as to relieve the Architect of its professional and contractual obligations. In the event the Architect breaches its professional or contractual obligations, subject to the limitation on the Architect's liability in Section 1.4.3, the Architect agrees to bear all resulting losses and damages caused by such failure, and shall, at the request of the Owner, modify the Construction Documents to resolve such conflicts, errors, omissions and ambiguities at the Architect's sole expense.

§ 2.4.4.5 Any changes that the Owner requires to the Construction Documents for any reason prior to a Major Milestone Point or between Major Milestone Points shall be made at the sole cost and expense of the Architect, unless the Owner requires changes to Construction Documents previously approved by the Owner at a Major Milestone Point, and on directions provided by the City Council through official action at a noticed public hearing at any time, in which case the Architect may be entitled to additional compensation or time to address the Owner's requirements if the request would constitute a Change in Services pursuant to Section 1.3.3.2.

(Paragraphs deleted)

ARTICLE 2.6 [INTENTIONALLY OMITTED]

ARTICLE 2.7 [INTENTIONALLY OMITTED]

(Paragraphs deleted)

ARTICLE 2.8 Not applicable. Refer to Scope of Services. [The following chart does not apply]

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming		
.2 Land Survey Services		
.3 Geotechnical Services		
.4 Space Schematics/Flow Diagrams		
.5 Existing Facilities Surveys		
.6 Economic Feasibility Studies		

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User Notes:

(330641621)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.7	Site Analysis and Selection	
.8	Environmental Studies and Reports	
.9	Owner-Supplied Data Coordination	
.10	Schedule Development and Monitoring	
.11	Civil Design	
.12	Landscape Design	
.13	Interior Design	
.14	Special Bidding or Negotiation	
.15	Value Analysis	
.16	Detailed Cost Estimating	
.17	On-Site Project Representation	
.18	Construction Management	
.19	Start-up Assistance	
.20	Record Drawings	
.21	Post-Contract Evaluation	
.22	Tenant-Related Services	
.23		
.24		
.25		

(Paragraphs deleted)

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration are as indicated herein:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997 that was entered into by the parties as of the date:

CITY OF IRVINE

GREAT PARK DESIGN STUDIO,
A California Joint Venture

(Row deleted)

(Row deleted)

By:
Beth Krom
Mayor

By: Gafcon, Inc., a California corporation
By:
Its:

ATTEST:

By: _____
City Clerk
APPROVED AS TO FORM:

And By: Ken Smith Landscape Architect, Inc.,
A California corporation

By:
Philip D. Kohn
City Attorney

By:
Its:

ATTACHMENT II

NATURE AND USE OF CONTINGENCY FUND

The Project budget includes the sum of \$2,600,000.00 as a Contingency Fund.

The City Council acknowledges that despite the best efforts of the City staff to establish a comprehensive scope of services for the Project, including an accurate corresponding amount of compensation for such services, and despite the best efforts of the Great Park Design Studio to complete the scope of services within the currently projected amount, given the unique and extraordinary conditions under which and where the Project is being undertaken, circumstances are anticipated to arise that may cause the actual reasonable costs of the approved scope of services to exceed the projected amount. Toward that end, the Contingency Fund may be utilized for "traditional contingency" expenditures, subject to the discretionary approval of the Orange County Great Park Chief Executive Officer pursuant to appropriate parameters.

In addition, the City Council reaffirms its commitment to the unique vision and mission of the Great Park project that is reflected in all of the City Council decisions taken to date. The City Council expects and wishes to encourage the Design Studio – in particular, its design and engineering professionals – to be imaginative and creative in the identification, development and pursuit of concepts and plans that advance the aesthetic and unique functional features of the approved Great Park Master Plan. By way of example, for any number of reasons, not every design concept considered by the Design Studio will culminate in its inclusion in the schematic drawings that are the subject of the current phase of work. In many cases, that determination may not be capable of being made until after significant efforts have been expended. It is understood that the foregoing endeavors may necessitate the retention of additional specialized consultants, an increase in the budgeted time allocations, or an extension of the time allocated to complete certain design tasks. At the same time, the City Council wishes that the risks associated with the desired exploration of ideas be reasonably managed and controlled by the Design Studio as well as the City/Corporation staff. Toward this end, the Contingency Fund may also be utilized for such "creative encouragement" expenditures, subject to the discretionary approval of the Orange County Great Park Chief Executive Officer pursuant to appropriate parameters.

The City Council therefore authorizes the Orange County Great Park Chief Executive Officer to approve expenditures from the Contingency Fund. All requests or proposals for expenditures from the Contingency Fund shall:

1. Be justified as permissible, fair and reasonable for the delivery of the approved scope of services, or as otherwise necessary to implement or advance the overall vision and objectives of the Project.
2. Be substantiated by an accurate and complete description of the subject services and documentation of the associated cost to provide the services.
3. When proposed by the Design Studio, and whenever possible to do so, be disclosed to the Orange County Great Park Chief Executive Officer at the earliest

feasible and convenient time (e.g., in a monthly progress report, at a major milestone point, etc.) to facilitate discussion and consensus as to the appropriateness of the proposed activities.

Nothing in the approved contract is intended or shall be construed to preclude or limit the authority of the Orange County Great Park Chief Executive Officer to approve expenditures from the Contingency Fund as set forth above or to require the Orange County Great Park Chief Executive Officer to approve such expenditures.



June 6, 2007

Glen Worthington
Great Park Corporation
P.O. Box 19575
Irvine, CA 92623-9575

Team Lead
WORKSHOP WEST
Ken Smith Landscape Architect

Administration
Gafcon, Inc.

Design Team
Green Shield Ecology
Mia Lehrer+Associates
TEN Arquitectos

Support Team
Buro Happold
Fuscoe Engineering

RE: "Past" Balloon Fees Allocation

Dear Glen,

Per a letter from Colleen dated May 1, 2007 regarding Invoice No. 16, the Corporation has indicated it will not add the "past" balloon fees as requested in our Client Authorization request for change order dated April 5, 2007. The Corporation referenced a statement made by Yehudi Gaffen in a memo dated December 21, 2006 as the basis for not allocating the "past" balloon fees to our contract budget. It is our position that his statement was true in December 2006 when it was anticipated that the Master Plan would be approved and Contract 2 executed and underway by February 2007. Since this is no longer the case, the Design Studio feels that his statement is no longer valid given the extended time and effort necessary to complete the Master Plan approval process.

Per the December 14, 2006 Great Park Board of Directors action, the Board directed Corporation staff to issue a Contract Task Order in the amount of \$734,688.00 to the Design Studio which included the amount in question. The Design Studio has determined these funds critical to being able to complete the deliverables under our current contract. The following is a detailed description of our position regarding the \$369,872 in question.

Invoice 9 and 10 withholdings

The Corporation withheld 10% from Invoice 9 and 20% from Invoice 10 due to out of scope work detailed in the invoices which included costs incurred on the temporary balloon site. A portion of the "past" balloon fees as detailed in the staff report in January 2007 were to be used to pay the balloon portion of the withheld amounts from these invoices.

ATTACHMENT III

Mr. Glen Worthington
Great Park Corporation
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Existing Scope Funding

The remaining portion of the "past" balloon fees that were not used to pay the balloon portion of the withheld amounts on Invoices 9 and 10 were to be used to replenish the current scope funds that were expended on the out of scope balloon work. As we have moved forward on the Master Plan effort, the Design Studio has determined a critical need for the existing scope funding that has been absorbed by these costs.

Contract Extensions

The original contract was for a nine month scope of work which was subsequently extended to twelve month duration with no additional funding. Recently, we have determined the actual Master Plan approval process to take us into a fifteen month contract period and we have assessed the critical need replenish the existing scope funds that were expended.

In closing, the Design Studio has continued to move forward with the Master Plan effort and has determined the need for these funds critical to completing the deliverables under our current contract. As we move into the fourteenth month of our work on the Master Plan we anticipate spending all of the funds authorized by the Board and City Council under our current contract including the \$369,872 in question for a total contract budget of \$10,530,018.

Regards,



Thom Maxwell-Miller
Sr. Project Manager
Great Park Design Studio

CC: Yehudi Gaffen
Marty Bryant
Ben Martin, P.E.
Tony Boles