Exhibit 1

SCOPE OF SERVICES

[attached]

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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 exsisting 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 Program Matrix for Inclusion into Schematic Design
- 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 incorporationg 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 park wide 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 this 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, 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 feasibiltiy 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 dependencies 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 estimaties 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 diagramatic 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 this 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 evapo-transpiration 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 addtion 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 irrigations 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 factilities plan indication irrigation water service location, irrigation flow requirements, irrigation controller electrical services requirments, determine potential limits of irrigation systems controlled by each irrigation point of connection and associatged irrigation controllers and determine possible communications requiements 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 flowes as shown in Deisng Devleopment package.
- Provide irrigation construction document plans, inlcuding heads, pipe, valves and related equipment.
- Coordinated irrgation utility requirments 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 anaysis 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
- IrrigationDesign 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 irrgation 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 irrgation design and irrgation materials developed for Design Development – 8-1/2 " x 11" format.
- Irrigation Construction Documentation for Wildlife Corridor and Agua Chinon
    - 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 Specifiications
    - Based on the final irrigation design drawings and irrigation materials used to prepare irrigation construction documents, prepare irrigation specifications package. Specifrications 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.

A.1.2.9 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 horticultrual 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 teraforms, 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 park wide 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.
- Incorporaton 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 (360o 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 utilzed 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 ALLOWANCE

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 travel way 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. ALLOWANCE

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
- ALLOWANCE

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 engineerng.
- Advise on the potential development and mangement 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 mangement criteria for the Park's nursery and/or staging area

ALLOWANCE

A.1.9 Technical Support

A.1.9.1 Review Cost Estimates/Construction Phasing Plan

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

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 Pllan 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 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

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 sustainabilty 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 – Bridges

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 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 protections and written assessment of regional cultural supply and demand

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1 Resnicow Schroeder scope and fee proposal included under Gafcon oversight

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

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%**
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%**
Studio Administrative Assistant **JILL**	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%**
Procurement / Contracts	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.	**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 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.	**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%**
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%**

Title	Description	Percentage
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 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%**

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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.

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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 Lennar Interaction

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.

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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 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.

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B.1.6.2 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 Master Plan of Drainage: Sediment Yield & Debris Production 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 watercouse 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 (Cemetary 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.

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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.

FUSCOE FEE

TRAFFIC CONSULTANT FEE

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

M/E/P ENGINEERING CONSULTANT FEE

DRY UTILITY CONSULTANT 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 Plans

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 exposue 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 Paln 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 Storm water 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 Drainage ways

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 requirred 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 owners

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

FUSCOE ALLOWANCE

B.2.4 Water Quality

B.2.4.1 Prepare a Runoff Management Plan (ROMP)

Prepare a Runoff 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 Storm water (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 (SWPPP)

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.

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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.

FUSCOE 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 requirments of the Army 404 permit.

FUSCOE ALLOWANCE

BIOLOGIST CONSULTANT ALLOWANCE

B.3 OWNER ALLOCATED

B.3.1 Work with UCI

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.

B.3.2 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, LIFOC 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.

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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 maintnenance, and agreement requirements. Schematic plans (50% level) with intended profiling and hydraulic performance will be included.

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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.

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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 maintnenace, and agreement requirements. Schematic plans (50% level) with intended profiling and hydraulic performance will be included.

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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 desing 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.

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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.

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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 evnlosed system crossing Marine Way
- Borrego Channel culvert through Heritage Fields Paracel (5 in the TOI)
- Borrego Channel culvert through City of Irvine Parcel F north of the railroad right-of-way
- Borrego Channel vulvert 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.

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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 OCFCD 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.

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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.

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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

FUSCOE FEE

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: (Fuscoe)

- 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. (Fuscoe)

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B.5 EMBEDDED ENGINEERING SUPPORT SERVICES

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%**

Title	Description	Percentage
Senior Construction Administration Manager	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 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.	**15%**

Title	Description	Percentage
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%**

Title	Description	Percentage
Operations Administrative Assistant New	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 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%**
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%**

Title	Description	Percentage
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%**
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%**

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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 WLC, 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. Our 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 the 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 Chinon 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-asssited 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 owners 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 Primevera'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 posess 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.

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SCOPE APPENDIX D

D STRATEGY AND COMMUNICATION

D.1 PUBLIC INFORMATION

D.1.1 Media Relations

Forde and Mollrich 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 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 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 determine 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 coalition. 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 he event theme, activities and entertainment, obtaining sponsorships and assisting the City with coordination and staffing.

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 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 Mollrich 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]

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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]

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PHASE 2
HOURLY RATE SCHEDULE

Classification	GREAT PARK DESIGN STUDIO HOURLY RATES
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
Chief of Staff - Engineering	$210.00
Deputy Chief of Staff - Engineering	$200.00
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]

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Summary Reimbursable Budget
Phase 2
GPDS Schematic Proposal
08/01/07

Reimbursable Summary

Mia Leher	$ -	$ -	$ -	$ -	$ -
Buro Happold	$ 19,200	$ 6,400	$ 22,272	$ -	$ 47,872
Jim Conti Lighting Design	$ 5,400	$ 1,800	$ 6,264	$ -	$ 13,464
MIG	$ 2,400	$ 800	$ 2,784	$ -	$ 5,984
Reprographics (deliverable reproduction)				$ 300,002	$ 300,002
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Total	$ 82,200	$ 32,400	$ 112,230	$1,173,170	$1,400,000

Reimbursable Budget

Consultant	KSLA		New York						
Eilzabeth Asawa	2	$600	$1,200	8	$50	$400	8	$174	$1,392	$2,992
Troy Vaughn									
Totals	28		$16,800	191		$9,550	191		$33,234	$59,584

Local Transportation	$9,550
Other Reimbursables	
Total	$59,584

Reprographics
Totals

Reimbursable Budget

Mia Leher Los Angeles

[redacted]
Michelle Sullivan
Totals

[redacted]
Local Transportat
Other Reimbursal
Total

Other Reimbursable
Reprographics
Totals

Reimbursable Budget

Consultant	Greenshield		New Jersey				
Jeannie Gural		$600		$50			
Millan							
Totals	18	$10,800	93	$4,650	90	$15,660	$31,110

Local Transpor	$4,650
Other Reimbur:	
Total	**$31,110**

Reprographics
Totals

Reimbursable Budget

Consultant	Buro Happold		New York						
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Craig Schwitter	4	$600	$2,400	16	$50	$800	16	$174	$2,784	$5,984
Ana Serra	[illegible]									
Davood Liaghat	[illegible]									
Lukasz Laski	[illegible]									
Totals	32		$19,200	128		$6,400	128		$22,272	$47,872

[illegible]	
Local Transportation	$6,400
[illegible]	[illegible]
Other Reimbursables	
Total	$47,872

Other Reimbursables	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
Reprographics	
Totals	

Reimbursable Budget

Consultant **TEN-Arquitectos** **Los Angeles/New York**

Mark Dwyer	12	$600	$7,200	48	$50	$2,400	48	$174	$8,352	$17,952
Salvador Arroyo										
Totals	**32**		**$19,200**	**128**		**$6,400**	**128**		**$22,272**	**$47,872**

Local Transportation	$6,400
Other Reimbursables	
Total	**$47,872**

Reprographics
Totals

Reimbursable Budget

Consultant Jim Conti Lighting Design New York

Totals	9	$5,400	36	$1,800	36	$6,264	$13,464

Local Transportation	$1,800
Other Reimbursables	
Total	$13,464

Other Reimbursables
Reprographics
Totals

Reimbursable Budget

Consultant **Resnicow Schroeder San Francisco**

David Resnicow	7	$600	$4,200	28	$50	$1,400	28	$174	$4,872	$10,472
Totals	**14**		**$8,400**	**56**		**$2,800**	**56**		**$9,744**	**$20,944**

Local Transportation	$2,800
Other Reimbursables	
Total	**$20,944**

Reprographics
Totals

Consultant MIG

Person 2 TBD	2	$600	$1,200	8	$50	$400	8	$174	$1,392	$2,992
Totals	4		$2,400	16		$800	16		$2,784	$5,984

Local Transportation	$800
Other Reimbursables	
Total	$5,984

Other Reimbursables
Reprographics
Totals

Consultant	Forde and Mollrich	Irvine
[redacted]		
[redacted]		
[redacted]		
[redacted]		
[redacted]		
Totals		

[redacted]	
Local Transportation	
[redacted]	
Other Reimbursables	$873,168
Total	$873,168

Other Reimbursable [redacted]	
Media Relation [redacted]	
Publications	$450,000
Television/Documents [redacted]	
Public Events	$162,368
Marketing and Advert [redacted]	
Public Opinion Resea	$30,000
Government Relations [redacted]	
[redacted]	
Reprographics	
Totals	$873,168

Reimbursable Budget

Consultant	Forde and Mollrich	Irvine
[illegible]	[illegible]	[illegible]
Totals		

[illegible]	
Local Transportation	
[illegible]	
Other Reimbursables	$873,168
Total	$873,168

Other Reimbursables	[illegible]
Media Relation	
Publications	$450,000
Television Documents	
Public Events	$162,368
Marketing and Adverti	[illegible]
Public Opinion Resea	$30,000
Government Relations	[illegible]
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.

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.

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.

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.

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.

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

Exhibit 5

AIA Part II

[attached]

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AIA Document B141™ – 1997 Part 2

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

TABLE OF ARTICLES

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2.5	CONSTRUCTION PROCUREMENT SERVICES	
2.6	*CONTRACT ADMINISTRATION SERVICES*	
2.7	FACILITY OPERATION SERVICES	
2.8	SCHEDULE OF SERVICES	
2.9	MODIFICATIONS	

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.

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.

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§ 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

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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

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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;

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(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

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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

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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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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

(Row deleted)

(Row deleted)

GREAT PARK DESIGN STUDIO,
A California Joint Venture

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By:
Beth Krom
Mayor

ATTEST:

By:
City Clerk

APPROVED AS TO FORM:

By:
Philip D. Kohn
City Attorney

By: Gafcon, Inc., a California corporation
By:
Its: CEO

And By: Ken Smith Landscape Architect, Inc.,
A California corporation

By:
Its: President

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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.

Great Park DESIGN STUDIO

June 6, 2007

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

Glen Worthington
Great Park Corporation
P.O. Box 19575
Irvine, CA 92623-9575

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

7030 Trabuco Road | Irvine, CA 92618 | P. 949.733.3061 | F. 949.733.0946

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

Appendix A

Irvine Living Wage Ordinance

[Attached.]

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Appendix A

CITY COUNCIL ORDINANCE NO. 07-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADDING DIVISION 6 TO TITLE 2 OF THE IRVINE MUNICIPAL CODE RELATING TO LIVING WAGE REQUIREMENTS

The City Council of the City of Irvine DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Division 6, entitled "Living Wage Requirements," is hereby added to Title 2 ("Administrative Services") of the Irvine Municipal Code to read in its entirety as follows:

Division 6. Living Wage Requirements

Section 2-6-101. Title and Purpose.

A. This division shall be known and may be cited as the "City of Irvine Living Wage Ordinance."

B. The purpose of this division is to improve the quality of services to beneficiaries of City-contracted services and to ensure that employees of City service contractors earn an hourly wage that is sufficient to live with dignity and to achieve economic self-sufficiency. The City contracts with many businesses and organizations to provide services to the public. Such public expenditures should in accordance with a community economic standard that permits workers to live above the poverty level.

C. This division is intended to protect the public health, safety and welfare. It advances this intent by requiring that public funds be expended in such a manner as to facilitate individual self-reliance by employees of City contractors.

Section 2-6-102. Findings.

A. As a charter city, the City has the power to set compensation and terms of employment for its employees as an exercise of its municipal powers.

B. The City awards contracts to private firms and other businesses to provide services to the public and to City government.

C. The use of City funds to create living wage jobs will decrease poverty, increase consumer income, invigorate community businesses and

reduce the need for taxpayer-funded social service programs.

D. When City funds are used to contract for services, such contracts should demonstrate an effort to promote an employment environment that enhances the general quality of life within the community and maximizes the productive effect of the City's limited resources.

E. The City's use of contractors that do not provide health insurance to their employees can result in imposing the costs of their medical care on the county, state and federal governments.

F. Employees are more likely to be healthy if their employers provide reasonable health insurance to them and their dependents.

G. The payment of a living wage as required by this division benefits the above-stated interests.

Section 2-6-103. Definitions.

For purposes of this division, the following definitions shall be applicable:

(a) "Benefit factor rate" means the rate established by the City to be the estimated cost of health benefits paid to a covered employee. If the Contractor does not provide comparable benefits equal to or exceeding this rate to the covered employee, the benefit factor rate must be added to the living wage rate to arrive at the total hourly rate that must be paid to the covered employee.

(b) "City" means the City of Irvine and all City agencies, departments and offices, including but not limited to the Irvine Redevelopment Agency and the Orange County Great Park Corporation.

(c) "Contractor" means any person or business that enters into a new service contract or any service contract with the City that is amended, renewed or extended after the effective date of this division except for those bids, RFP's and contracts that were in process at the time this division becomes effective. For the purposes of this division, the term "Contractor" shall include all subcontractors retained by a Contractor to perform any or all of the functions covered by the contract.

(d) "Covered employee" means (1) any employee whose services fulfill the Contractor's contractual obligations for contracts with the City that are subject to this division and (2) any other employee of the Contractor who performs a majority of his or her services within Orange County. Additionally, bona fide volunteers shall not be considered

"covered employees."

(e) "Health benefits" means medical and dental benefits offered by the Contractor to its employees in which the employer pays at least the current benefit factor rate on behalf of its covered employees.

Section 2-6-104. Application of this Division.

Every Contractor that enters into a contract with the City to provide services with an estimated value of one hundred thousand dollars ($100,000) or more for any consecutive twelve-month period shall comply with the requirements of this division. As a condition of the contract, the Contractor shall notify the City in writing if the aggregate value of multiple contracts with the City is $100,000 or more.

Section 2-6-105. Duties of the Purchasing Agent.

The Purchasing Agent shall be responsible for ensuring that the requirements of this division are incorporated in all contracts, bid documents, requests for proposals (RFP's) and requests for qualifications (RFQ's) that may be subject to this division to ensure proper implementation of all requirements. In addition, the Purchasing Agent shall be responsible for developing and implementing rules and regulations for the effective administration of all requirements set forth in this division.

Section 2-6-106. Compensation Required to be Paid to Contractor's Employees.

A. All Contractors subject to the requirements of this division shall pay its covered employees an hourly rate and comparable health benefits and paid time off (such as vacation, sick, holiday and jury duty) as set by the most current City Council Resolution establishing compensation policy for employees. The hourly rate shall be the minimum hourly rate of all salary classifications. An additional rate, defined as the benefit factor rate, shall be added to the hourly rate if comparable health benefits are not offered by the Contractor to the covered employee.

B. Beginning July 1, 2007, the City shall provide notice to all covered Contractors by posting current living wage and benefit factor rates on the City's web site in the Bids & RFP's Purchasing section. In general, rates are subject to change each July; however, Contractors are responsible for monitoring and updating payroll records to accommodate rate changes where applicable. In addition, Contractors are responsible for notifying and ensuring compliance with these requirements by

subcontractors retained by Contractor to perform any or all of the functions covered by the contract.

C. A Declaration of Compliance must be signed by an authorized agent of the Contractor and will serve as part of the terms of the contract and/or amendments.

D. In the event that collective bargaining agreements and/or prevailing wage requirements are higher than the current living wage rates as set forth in this division, collective bargaining and/or prevailing wage rates must be paid to covered employees.

Section 2-6-107. Exceptions.

A. The City Council, by majority vote, may grant a whole or partial exception to the requirements of this division to a Contractor at the time of award of the contract if the City Council determines that imposition of the requirements of this division would violate State or Federal laws. A Contractor that desires such a determination by the City Council shall, at the time it submits its bid or proposal to the City, provide the City with a written request that it desires exemption from the requirements of this division, and a reference to the specific State or Federal laws, if applicable, that would be violated if the City imposed the requirements of this division on the Contractor.

B. The City Council, by a four-fifths vote, may grant a whole or partial exception to the requirements of this division to a Contractor at the time of award of the contract if the City Council determines that the existence of an emergency or other extraordinary circumstances (such as the creation of training positions that will enable employees to advance into permanent living wage jobs or better) justifies an exemption from the requirements of this division. Exemptions pursuant to this subsection are disfavored and shall be granted only when a balancing of competing interests weighs clearly in favor of granting an exemption, in the sole and absolute discretion of the City Council. If an exemption is to be granted, a partial exemption is favored over a whole exemption, and limits on the duration of the exemption are favored as well.

Section 2-6-108. Duties of Director of Administrative Services.

A. The Director of Administrative Services, or his or her designee, shall have the authority to perform the following acts for purposes of accomplishing the intent of this division and as deemed necessary or appropriate in the Director's judgment:

(1) Review, investigate and/or maintain records of

complaints alleging that the Contractor has violated the requirements of this division.

(2) Perform random audits of the Contractor's and/or the Contractor's subcontractor's records to verify compliance with this division.

B. Upon determining that a Contractor is operating in accordance with the requirements of this division, the Director of Administrative Services shall furnish the Contractor with a written recognition and acknowledgment of such compliance.

Section 2-6-109. Contractor Notice Posting Requirements.

A. A Contractor subject to the requirements of this division shall post in a conspicuous place, as required by State and Federal laws for other notices to employees, a copy of the notice referred to in this division, a sample of which is provided as part of the contract documents. The Contractor is responsible for notifying and requiring compliance from any subcontractors retained by Contractor, to perform any or all functions covered by the contract.

B. A Contractor subject to the requirements of this division shall post in a conspicuous place, as required by State and Federal laws for other notices to employees, a notice of potential Federal Earned Income Tax Credit (EITC) eligibility for covered employees.

Section 2-6-110. Retaliation and Discrimination Prohibited.

No Contractor shall discharge, reduce the compensation of or otherwise discriminate or retaliate against any of its employees for making a complaint to the City, asserting the employee's rights or assisting another employee in making a complaint or asserting his or her rights under this division.

Section 2-6-111. Complaint Process for Violations.

A. Any covered employee may lodge a written complaint with the Director of Administrative Services or his/her designee that a Contractor or subcontractor has violated the requirements of this division.

B. Upon receipt of such a complaint, the Director of Administrative Services, or his/her designee, shall review and investigate at his/her discretion, the complaint and determine if the Contractor should be issued a preliminary notice of violation, which shall also contain the corrective measures the Contractor is required to undertake and/or the

remedies that are being imposed. If the Contractor does not file a timely and sufficient appeal to the preliminary notice of violation, it shall become final and conclusive.

C. If a Contractor receives a notice of violation, the Contractor may request in writing an appeal hearing before the Director of Administrative Services, or his/her designee, to dispute the violation and/or corrective measures and/or remedies required. The request for an appeal hearing shall be filed with the City Clerk within fifteen (15) days of the date the Director of Administrative Services issued the preliminary notice of violation, and shall contain the reasons why the Contractor believes that a violation does not exist and/or that the corrective measures and or remedies are not appropriate. The Director of Administrative Services or his/her designee shall conduct the appeal hearing within forty-five (45) days of receipt of the appeal request. Within fifteen (15) days of the conclusion of the appeal hearing, the Director of Administrative Services shall issue his/her findings and final decision with respect to the appeal hearing

D. A Contractor may appeal the final decision of the Director of Administrative Services to the City Council by filing a written notice of appeal within fifteen (15) days of the date of the Director's final written decision. The City Council shall conduct a hearing on the appeal within forty-five (45) days of its receipt of the appeal request and either uphold, overturn or modify the Director's final decision.

Section 2-6-112. Remedies of City for Violations.

A. The City may impose any or all of the following corrective measures and/or remedies against a Contractor for violations of this division:

(1) Order the Contractor to comply with all regulations of this Section within sixty (60) days.

(2) Order payment to covered employees to compensate the employees up to the compensation level required by this division.

(3) Suspend payments for and/or suspend or cancel contracts between the City and the Contractor.

(4) Render the Contractor ineligible to enter into contracts with the City for a period of three (3) years or until all restitution to covered employees has been paid, whichever is longer.

B. In addition to the above corrective measures and/or

remedies, the City shall be entitled to seek any and all other equitable and legal rights it may have under Federal, State and local laws, including without limitation injunctive relief, for purposes of enforcing the remedies set forth above.

Section 2-6-113 . Remedies of Covered Employees for Violations.

A. A covered employee shall have the right to seek the following remedies against a Contractor violating the provisions of this division in a court of competent jurisdiction:

(1) Restitution to compensate the employee for all amounts that should have been paid to the employee pursuant to this division.

(2) Reasonable attorneys' fees and costs.

(3) Any and all other legal and equitable remedies available under Federal, State and local laws.

SECTION 2. If any portion of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

SECTION 3. The City Council determines that pursuant to Title 14, California Code of Regulations Section 15061, this project is exempt from the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 4. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th day of June, 2007.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, SHARIE APODACA, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Ordinance was introduced for first reading on May 22nd, 2007, and duly adopted at a regular meeting of the City Council of the City of Irvine held on the 12th day of June, 2007, by the following vote:

AYES:	3	COUNCILMEMBERS:	Agran, Kang, and Krom
NOES:	2	COUNCILMEMBERS:	Choi and Shea
ABSENT:	0	COUNCILMEMBERS:	None

CITY CLERK OF THE CITY OF IRVINE

AFFIDAVIT OF POSTING

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF IRVINE)

I, SHARIE APODACA, City Clerk of the City of Irvine, HEREBY DO CERTIFY that on the 22nd day of June 2007, I caused to have posted the foregoing true and correct copy of Ordinance No. 07-15 of the City of Irvine in the following public places in the City:

1) Bulletin Board in Walnut Village Shopping Center, Culver and Walnut, Irvine.

2) Bulletin Board in University Park Shopping Center, Culver at Michelson, Irvine.

3) Bulletin Board in Northwood Shopping Center, Irvine Boulevard at Yale, Irvine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City Council of the City of Irvine, California, the 22nd day of June 2007.

CITY CLERK OF THE CITY OF IRVINE

Appendix B

Declaration of Compliance Form

[Attached]

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Appendix B

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor _____
Type of Service _____

The above-named contractor hereby declares and agrees as follows:

1. I have read and understand the requirements set forth by the City's Living Wage Ordinance (the "Ordinance") that has been provided by the City of Irvine ("City") in connection with the City's request for proposals or other invitation or solicitation for the performance of services under a City contract.

2. As a condition of receiving the City contract, I agree to fully comply with all of the requirements specified in the Ordinance. As required by the Ordinance and while under any City contract subject to the Ordinance, I agree to pay no less than the minimum compensation, including the benefit factor rate as applicable, to all "covered employees" as that term is defined by the Ordinance.

3. If the amount of this City contract is less than one hundred thousand dollars ($100,000), then as a condition of receiving this contract, I agree to notify the City in writing if the aggregate value of multiple City contracts covered by the Ordinance, including amendments to this contract, is one hundred thousand dollars ($100,000) or more within any consecutive 12-month period.

4. I acknowledge and agree that the Ordinance, and this Declaration, shall constitute part of the City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.

5. I further acknowledge and agree that any violation of the Ordinance constitutes a material breach of City contract, and that if such a breach occurs, the City may avail itself of any or all of the remedies for violations that are provided by the Ordinance.

6. I acknowledge and understand that retaliation and/or discrimination against any employee making a complaint to the City, asserting his or her rights or assisting another employee in making a complaint, constitutes a violation of the Ordinance. In addition, I understand that violated employees may seek any or all of the remedies that are provided by the Ordinance.

7. If requested by the City, I agree to promptly submit certified payroll and/or benefits documents to the City for my firm and/or subcontractor(s) as requested by the City, and shall take any other steps as may be required by the City to ensure that my firm and my subcontractor(s) have complied with the Ordinance. The documents requested may include, but are not limited to, covered employee timesheets, gross pay calculations, pay registers, cancelled checks, medical and dental insurance invoices, paid time off policies, and other related payroll or benefit documents.

8. I agree to require all subcontractors who I retain to perform any or all of the work or services covered by this contract to comply with the requirements of the

Ordinance, and I shall include the requirements of the Ordinance in all subcontracts covered thereby.

9. I agree to post in a conspicuous place, as required by State and Federal laws for other notices to employees, a notice informing covered employees of their rights under the Ordinance and a notice of potential Federal Earned Income Tax Credit (EITC) eligibility for covered employees.

10. I have received the "Living Wage Guide" from the City, explaining the specific requirements of the Ordinance in detail.

11. I agree to defend, indemnify, and hold harmless the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorneys' fees) or other liabilities of any kind arising from any violation of the City's Living Wage Ordinance, by my firm or by any subcontractor retained by my firm to perform work or provide services under the City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

_____ _____

Signature of Authorized Representative Date: (Month/Day/Year)

Print Name: _____

Title: _____

Appendix C

Living Wage Guide

[Attached]

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Appendix C

City of Irvine
Living Wage Guide

Living Wage Description

What is the City of Irvine's Living Wage Ordinance?
The Living Wage Ordinance requires a Contractor entering into City contracts subject to the Ordinance to pay its covered employees an hourly rate, comparable health benefits and paid time off (such as vacation, sick, holiday, and jury duty) as set by the most current City Council Resolution (Resolution) establishing compensation policy for employees. These benefits are summarized in the Living Wage Comparable Benefits Summary included with this document.

Current Living Wage Ordinance information and rates are posted on the City of Irvine website at www.cityofirvine.org. Click on the "Bids & RFP's, Purchasing" button located on the lower left side of the screen, and then click on "Living Wage Information."

The purpose of the Ordinance is to ensure that employees of City services Contractors can earn an hourly wage that is sufficient to live with dignity and to achieve economic self-sufficiency. The use of City funds to create living wage jobs is intended to decrease poverty, increase consumer income, invigorate community businesses and reduce the need for taxpayer-funded social service programs.

Contractors and Contracts Subject to the Living Wage Ordinance

Which Contractors are subject to the Living Wage Ordinance?
"Contractor" means any person or business that enters into a new service contract or any service contract with the City (including the Orange County Great Park Corporation and the Irvine Redevelopment Agency and all other City agencies, departments and offices) that is amended, renewed or extended after July 12, 2007 except for those bids, RFP's and contracts that were in process on that date.

The term "Contractor" shall include all subcontractors retained by a Contractor to perform any or all of the functions covered by the contract.

Which contracts are subject to the Living Wage Ordinance?
All services contracts greater than $100,000 over a 12-month period are subject to the Living Wage Ordinance. A contract shall be subject to the Living Wage Ordinance if the aggregate value of multiple contracts with the City, including amendments to contracts, is $100,000 or more in a consecutive 12-month period.

Employees Covered Under the Living Wage Ordinance

Who is a "covered employee"?
"Covered employee" means (1) any employee whose services fulfill the Contractor's contractual obligations for contracts with the City that are subject to this Ordinance and (2) any other employee of the Contractor who performs a majority of his or her services within Orange County. Volunteers are not considered "covered employees" under the Ordinance.

Are both part-time and full-time employees covered under the Living Wage Ordinance?
The City does not provide health benefits or paid time off for City employees working less than 30 hours per week on average. Accordingly, there is no current requirement for a Contractor to pay a "benefit factor rate" for its part-time employees who work less than 30 hours a week on average.

Compensation Required Under the Ordinance

What base hourly rate must I pay "covered employees"?
The current City Council Resolution sets the minimum hourly rate. This is the rate at which an employee must be paid if the Contractor also provides the employee with health benefits and paid time off that are equal to or exceeding those offered to City employees, as detailed in the current City Council Resolution. **Rates generally change in July of each year.** All rate changes will be posted on the City's website and Contractors are responsible for monitoring all changes and for notifying their subcontractors of those changes.

What if my employees are under a collective bargaining agreement or if I am paying my employees prevailing wages?
In the event that collective bargaining agreements and/or prevailing wage requirements are higher than the current living wage rates as set forth in the Ordinance, collective bargaining and/or prevailing wage rates must be paid to covered employees.

What minimum health and paid time off benefits are offered to City employees?
The selection of benefits of all salary classifications is set forth by the most current City Council Resolution establishing compensation for City employees. Currently, minimum City health benefits include an option for employees to enroll in the City's indemnity medical insurance plan or the Health Maintenance Organization (HMO), and the option to enroll in a dental plan. City benefits also include pro-rata paid time off such as sick, vacation, and holiday pay. A summarization of these benefits is included in the Living Wage Comparable Benefit Summary.

What if I don't offer my employees comparable health and paid time off benefits?
An additional "benefit factor" must be added to the base hourly rate if employees are not offered health and paid time off benefits equal to or exceeding those offered to City employees, as detailed in the current City Council Resolution and summarized in the Living Wage Comparable Benefit Summary. The current benefit factor must be added to the base minimum rate to reach the total minimum rate for covered employees.

If the cost of health and paid time off benefits provided to your employees cost you less than the current benefit factor, the difference between what you pay and the benefit factor must be added to the base minimum rate to achieve the total hourly compensation that must be paid to the covered employees.

All rate changes will be posted on the City's website. Contractors are responsible for monitoring all changes and for notifying their subcontractors of the changes.

How is the benefit factor calculated and how often is it updated?
The methodology for calculating the benefit factor is based on the actual cost to the City for providing those benefits to employees. **The rate would be updated as benefit costs change, generally in January of each year.** All rate changes will be posted on the City's website. Contractors are responsible for monitoring all changes and for notifying their subcontractors of the changes.

How do I calculate the benefit factor I am currently paying my employees?
Take the total cost you pay as the employer for the benefits you provide to your employees. Divide the cost by the number of employees who utilize these benefits. Because not all employees select all of the benefits it is helpful to calculate each benefit separately (for example some employees select to take medical but not dental benefits).

Where do I find the current rates?
Rates can be found on the City's website, or by calling the Purchasing Department at 949-724-6180.

Rates are subject to change and it is the Contractor's responsibility to monitor and update payroll records to accommodate rate changes when applicable. In addition, Contractors are responsible for notifying and ensuring compliance with these requirements by subcontractors retained by the Contractor to perform any or all functions covered by the contract.

Other Requirements Under the Ordinance

What other requirements must I meet under the Ordinance?

You are required under the Ordinance to:

- Post in a conspicuous place, as required by State and Federal laws for other notices to employees, a copy of the notice referred to in the Ordinance that informs covered employees of their rights under the Ordinance. A copy will be provided to you with your contract documents and is also available on the City's website.
- Post in a conspicuous place, as required by State and Federal laws for other notices to employees, a copy of the notice referred to in the Ordinance that informs covered employees of their potential eligibility for Federal Earned Income Tax Credit (EITC). A copy will be provided to you with your contract documents and is also available on the City's website.
- Provide notification of all of the requirements of the Ordinance to any subcontractors retained by you to perform any or all of the functions covered by the contract; and ensure compliance to the Ordinance.
- You are required to monitor and update your payroll records to accommodate Living Wage minimum wage and benefit factor rates when applicable.
- **You are required to contact the City in writing if you are awarded additional contracts and the aggregate value of your contract(s) with the City, including amendments to your contract(s), is $100,000 or more in a 12-month period. Such notification should be sent to: Purchasing Agent, City of Irvine, PO Box 19575, Irvine, CA 92623-9575**

You are **prohibited** under the Ordinance to discharge, reduce the compensation, discriminate or *retaliate against any employee for* making a complaint to the City, asserting his or her rights or assisting another employee in making a complaint or asserting his or her rights under the Ordinance.

Compliance and Violations

How is the Living Wage Ordinance enforced?
Any covered employee may lodge a written complaint and/or the Director of Administrative Services may at any time review, investigate and/or perform random audits of the Contractor's records to verify compliance with the Ordinance.

If I am audited what documents might I be asked to provide?
Specific documents that may be reviewed include, but are not limited to, covered employee time cards, gross pay calculations, pay registers, canceled checks, medical and dental insurance invoices, paid time off policies, required postings and other related payroll or benefit documents.

What happens if it is determined that I am not in compliance with the Ordinance?
The City may impose any or all of the following corrective measures for violations of the Ordinance:

- Order Contractor to comply within 60 days
- Order payment to covered employees to compensate the employee for amounts that should have been paid under the contract
- Suspend payments to the Contractor for the contract in violation
- Cancel the City contract in violation
- Render the Contractor ineligible to enter into contracts with the City for a period of three years or until all restitution to covered employees has been paid, which ever is longer
- Seek all other equitable and legal rights under Federal, State and local laws, including injunctive relief

Is there an appeal process?
If it is determined that the Contractor is not in compliance, the Contractor will be issued a preliminary notice of violation that contains the corrective measures required by the Contractor. The Contractor may request in writing an appeal hearing before the Director of Administrative Services to dispute the violation and/or the corrective measures. The request for appeal hearing must be filed with the City Clerk within fifteen (15) days of the date of the preliminary notice of violation and must contain the reasons the Contractor believes that a violation does not exist and/or that the corrective measures or remedies are not appropriate.

The Director of Administrative Services will conduct the appeal hearing within forty-five (45) days of receipt of the appeal request. Within fifteen (15) days of the conclusion of the appeal hearing, the Director of Administrative Services will issue his/her findings and final decision.

The final decision of the Director of Administrative Services may be appealed to the City Council by filing a written notice of appeal within fifteen (15) days of the date of the Director's final written decision. The City Council shall conduct a hearing on the appeal within forty-five (45) days of its receipt of the appeal request and either uphold, overturn or modify the Director's final decision.

How does a covered employee file a complaint if they believe that a Contractor or subcontractor is in violation of the Ordinance?
A Covered employee who believes a Contractor or subcontractor has violated the requirements of the Ordinance may file a written complaint with the Director of Administrative Services.

What remedies for violation do covered employees have under the Ordinance?
A covered employee may seek the following remedies against a Contractor violating the Ordinance:

- Restitution to compensate the employee for amounts that should have been paid under the contract
- Reasonable attorneys' fees and costs

- Any and all other legal and equitable remedies available under Federal, State and local laws

Exceptions

Are there any circumstances in which an exception to the Ordinance will be granted?
The City Council, by a majority vote, may grant a whole or partial exception at the time of award of the contract if it is determined that imposition of this Ordinance would violate State or Federal laws. A Contractor that desires an exception must, at the time of the bid proposal, provide the City with a written request with a reference to the specific State or Federal law that would be violated.

The City Council, by a four-fifths vote, may grant a whole or partial exception if it is determined that an emergency or extraordinary circumstance justifies an exemption. Partial exemptions and limits on the duration of the exemption are favored over whole exemption.

More Information

Where can I view more information about the Ordinance?
More information may be found concerning the Living Wage Ordinance, including current rates, on the City's website at www.cityofirvine.org. Click on the "Bids & RFP's, Purchasing" button located on the lower left side of the screen, and then click on "Living Wage Information."

Contact Information

To receive a copy of the Living Wage Guide, or to ask questions about the Living Wage Ordinance, please contact:

Purchasing Department
City of Irvine
PO Box 19575
Irvine, CA 92623-9575

Phone: (949) 724-6180
FAX: (949) 724-6187

Employees registering a complaint against an employer should contact:

Director of Administrative Services
City of Irvine
PO Box 19575
Irvine, CA 92623-9575

Phone: (949) 724-6255
FAX: (949) 724-6030

Appendix D

Living Wage Comparable Benefits Survey

[Attached]

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Appendix D

Living Wage Comparable Benefits Summary

The following benefits are offered to City of Irvine employees who work a minimum of 30 hours per week on average. Contractor employees must be offered benefits equal to or greater than the benefits detailed below or the Contractor is required to add a "benefit factor" to the minimum wage paid to the employee as defined in the Living Wage Ordinance.

Medical Insurance:

a. Health Insurance:
The City provides the option to employees to enroll in an indemnity medical insurance plan or Health Maintenance Organization (HMO).

b. The total cost to the City for medical insurance coverage for employee only shall not exceed 50% of the monthly premium. Employees are responsible for the cost of the remaining premium amount.

c. The City provides the option to employees, who have enrolled in the HMO plan, to purchase HMO medical insurance for their dependents. The total cost of the additional premium is borne by the employee.

d. The City provides the option to employees to enroll in a dental Health Maintenance Organization for employees only. The total cost is borne by the employee.

Vacation:

Vacation benefits accrue on a monthly basis as follows:

Years of Service	Annual Vacation Credits
1 through 3	60 hours
after 3 through 10	90 hours
after 10 years or more	120 hours

Personal Sick Leave:

Employees accrue personal sick leave credits at the rate of six (6) hours per month.

Holidays:

Employees are paid for the hours they are regularly scheduled to work on holidays observed by the City.

Appendix E

Notice to Employees

[Attached]

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Appendix E

LIVING WAGE ORDINANCE

NOTICE TO EMPLOYEES

This employer has one or more contracts with the City of Irvine. Terms of the contract(s) subject the employer to the City of Irvine Living Wage Ordinance No. 07-15. Under the Ordinance **you must be paid a "living wage"** by the employer if a majority of your work is performed in Orange County.

THESE ARE YOUR RIGHTS

You must be paid a minimum of:

- **$10.40** per hour

If you work over 30 hours per week on average you must be paid a minimum of:

- **$10.40** per hour
  - If health and paid time off benefits are offered to you

  OR
- **$12.02** per hour:
  - If no health or paid time off benefits are offered to you
  - If the cost of health and paid time off benefits provided to you cost your employer less than **$1.62** per hour, the difference is added to the minimum hourly wage listed above

- Rates are generally adjusted annually; current rates were effective on July 1, 2007
- Retaliation by your employer is **prohibited**
- Employers may not fire, reduce pay, or discriminate against a worker for filing a complaint

If your rights are violated you could receive:

- Restitution to compensate you for all amounts that should have been paid to you under the Ordinance
- Reasonable attorneys' fees and costs

FOR MORE INFORMATION

To obtain a complaint form if you believe your rights are being violated, please contact:

CITY OF IRVINE
Director of Administrative Services
One Civic Center Plaza
Irvine, CA 92606
(949) 724-6255

For more information and to review the City Ordinance, Living Wage Guide (frequently asked questions) and updated rates visit the City's website and access the Purchasing Department, Living Wage page:

www.cityofirvine.org

Appendix F

Earned Income Tax Credit Posting

[Attached]

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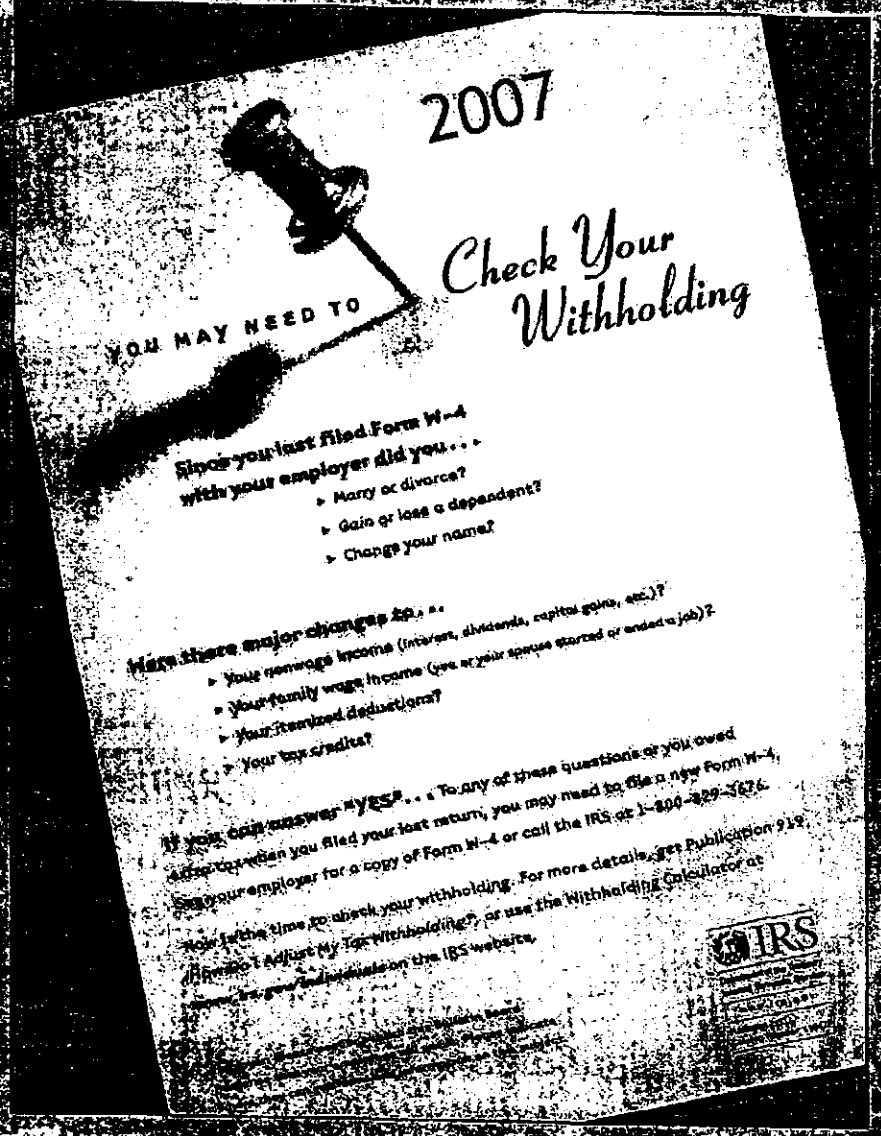
User Notes: (2446475030)

Year 2007 Employee Tax Information



2007

YOU MAY NEED TO

Check Your Withholding

Since you last filed Form W-4 with your employer did you . . .

- Marry or divorce?
- Gain or lose a dependent?
- Change your name?

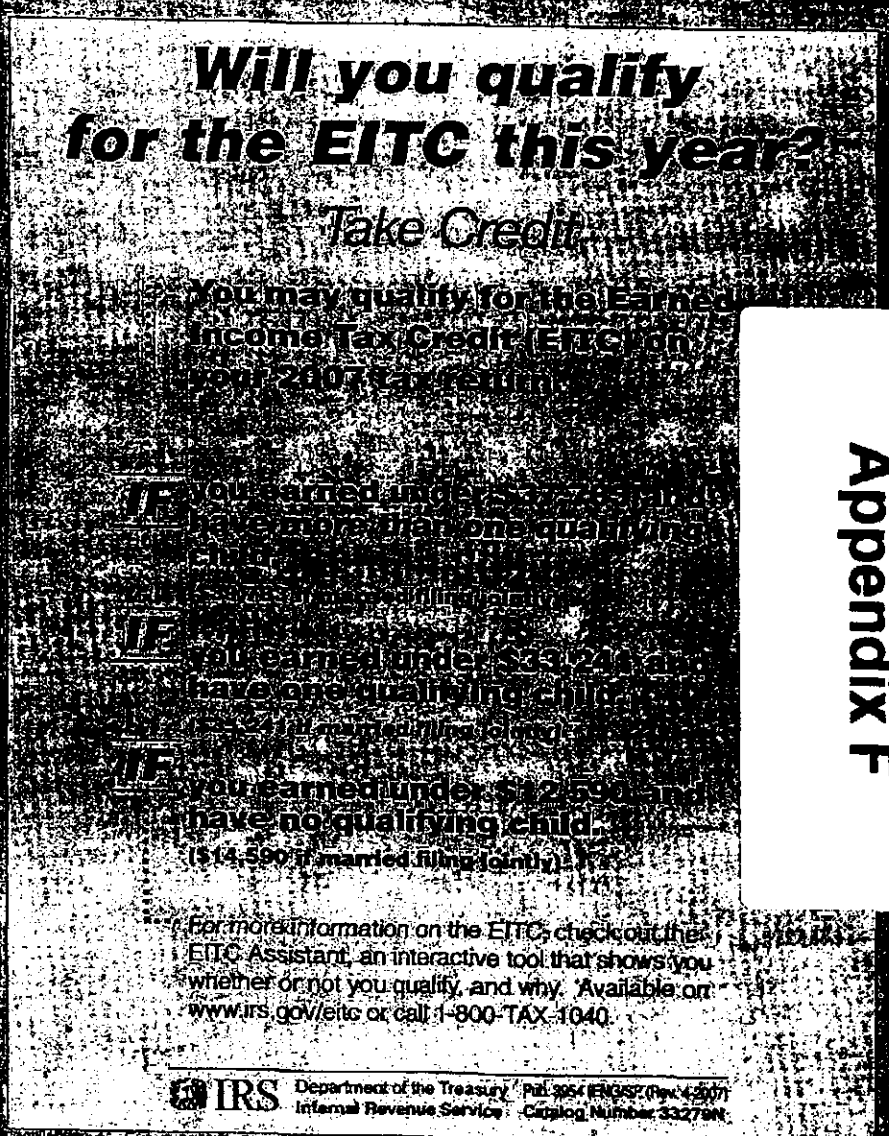
Were there major changes to . . .

- Your nonwage income (interest, dividends, capital gains, etc.)?
- Your family wage income (you or your spouse started or ended a job)?
- Your itemized deductions?
- Your tax credits?

If you can answer "YES" . . . To any of these questions or you owed extra tax when you filed your last return, you may need to file a new Form W-4. See your employer for a copy of Form W-4 or call the IRS at 1-800-829-3676.

Now is the time to check your withholding. For more details, get Publication 919, "How Do I Adjust My Tax Withholding?", or use the Withholding Calculator at www.irs.gov/individuals on the IRS website.

IRS



Will you qualify for the EITC this year?

Take Credit

You may qualify for the Earned Income Tax Credit (EITC) on your 2007 tax return.

IF you earned under $37,783 and have more than one qualifying child.
($39,783 if married filing jointly)

IF you earned under $33,241 and have one qualifying child.
($35,241 if married filing jointly)

IF you earned under $12,590 and have no qualifying child.
($14,590 if married filing jointly)

For more information on the EITC, check out the EITC Assistant, an interactive tool that shows you whether or not you qualify, and why. Available on www.irs.gov/eitc or call 1-800-TAX-1040.

IRS Department of the Treasury Internal Revenue Service Pub. 3954 (ENG/SP) (Rev. 4-2007) Catalog Number 33279N

For tax forms and additional information, contact _____ at _____

Company Representative Phone Number/Extension

Appendix F

Notice 797
(USA Rev. 0507)

Possible Federal Tax Refund Due to the Earned Income Credit (EIC)

Department of the Treasury
Internal Revenue Service

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New

There are changes to the definition of a qualifying child. See *Who Is a Qualifying Child* below. Taxpayers affected by Hurricane Katrina may be able to figure the EIC using their 2006 earned income. See the 2007 instructions for Forms 1040, 1040A, or 1040EZ.

Who May Claim the EIC

You may be able to claim the EIC for 2007 if you worked and all three of the following conditions apply.

1. Your 2007 earned income and adjusted gross income are both under $32,241 ($35,241 if married filing jointly) if you have one qualifying child; under $37,783 ($39,783 if married filing jointly) if you have more than one qualifying child; under $12,590 ($14,590 if married filing jointly) if you do not have a qualifying child. For a definition of earned income, see the 2007 instructions for Forms 1040, 1040A, or 1040EZ.
2. Your filing status is any status except married filing a separate return.
3. You, and your spouse if filing a joint return, were not a qualifying child of another person.

If you do not have a qualifying child, you must also meet these conditions.

a. You, or your spouse if filing a joint return, were at least age 25 but under age 65 at the end of 2007.

b. You, and your spouse if filing a joint return, cannot be claimed as a dependent on someone else's 2007 tax return.

c. Your home, and your spouse's if filing a joint return, was in the United States for over half of 2007.

Note. If you are in the military on extended active duty outside the United States, your home is considered to be in the United States during that duty period and you may be able to claim the EIC.

You cannot claim EIC if any of the following conditions apply.

1. Your 2007 investment income (such as interest and dividends) is over $2,900. See your 2007 income tax return instructions for more details.
2. You file either Form 2555 or Form 2555-EZ (relating to foreign earned income).
3. You are a nonresident alien for any part of 2007 unless you are married to a U.S. citizen or resident and elect to be taxed as a resident alien for the entire year. See Pub. 519, U.S. Tax Guide for Aliens, for more information.

Who Is a Qualifying Child

Any child who meets all three of the following conditions is a qualifying child.

1. The child is your:

Son, daughter, stepchild, foster child, brother, sister, stepbrother, stepsister, or a descendant of any of them (for example, your grandchild, niece, or nephew).

Note. An adopted child is always treated as your own child. An adopted child includes a child lawfully placed with you for legal adoption. A foster child is any child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

2. At the end of 2007, the child was under age 19; or under age 24 and a student; or any age and permanently and totally disabled.
3. The child lived with you in the United States for over half of 2007. If the child did not live with you for the required time, there are exceptions if the child was born or died during the year, the child is presumed to have been kidnapped by a non-family member, or there was a temporary absence.

There are additional rules if a child is married or is the qualifying child of more than one person. For details, see the 2007 instructions for Forms 1040, 1040A, or 1040EZ.

How To Claim the EIC

If you are eligible, claim the EIC on your 2007 income tax return. If you have a qualifying child, you must also fill in Schedule EIC and attach it to your Form 1040 or Form 1040A.

If eligible, you can claim the EIC to get a refund even if you have no tax withheld from your pay or owe no tax. For example, if you had no tax withheld in 2007 and owe no tax but are eligible for a credit of $799, you must file a 2007 income tax return to get the $799 refund.

EIC with your pay. If you expect to have a qualifying child and be eligible to claim the EIC for 2008, you may be able to get part of it in advance with your pay. For details, get Form W-5, Earned Income Credit Advance Payment Certificate, from your employer, from the IRS website at *www.irs.gov*, or by calling the IRS at 1-800-829-3676. If you get the EIC with your pay, you must file a 2007 Form 1040 or Form 1040A.

More Information

This notice provides the basic requirements to qualify for the EIC. Refer to the 2007 instructions for Forms 1040, 1040A, 1040EZ; Pub. 596; or *www.irs.gov/eitc* for details. You can get IRS forms and publications by accessing the IRS website at *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

Notice 797 (USA Rev. 1106)

REQUIREMENTS FOR A QUALIFYING CHILD FOR EITC

A child must meet certain requirements to be a qualifying child for the EITC. The following chart outlines the three requirements that must be met: **relationship, age, and residency.**

RELATIONSHIP
Son, daughter, stepchild, foster child, brother, sister, stepbrother, stepsister or a descendant of any of them AND...

AGE
Under age 19 at the end of the tax year OR
Under age 24 at the end of the tax year and a full-time student OR
Any age and permanently and totally disabled at any time during the year AND...

RESIDENCY
Lived with the taxpayer in the United States for more than half of the tax year.

TIE-BREAKER RULES

Sometimes a child meets the rules to be a qualifying child of more than one person. If the child is the qualifying child of more than one person, only one person can claim the child as a qualifying child for all of the following tax benefits: EITC, child tax credit, dependency exemption, head of household filing status, and the credit for child and dependent care expenses.

The other person(s) cannot take any of the five tax benefits listed above unless he or she has a different qualifying child. If they cannot agree who will claim the child as a qualifying child, and more than one person actually claims tax benefits using the same child, the tie-breaker rule (explained in the next paragraph) applies. If the other person is a spouse and they file a joint return, this rule does not apply.

Under the tie-breaker rule, the child is treated as a qualifying child only by:

1. The parents, if they file a joint return,
2. The parent, if only one of the persons is the child's parent,
3. The parent with whom the child lived the longest during the tax year, if two of the persons are the child's parent and they do not file a joint return together,
4. The parent with the highest AGI if the child lived with each parent for the same amount of time during the tax year, and they do not file a joint return together, or
5. The person with the highest AGI, if none of the persons is the child's parent.

From Publication # 3624

ADVANCE EARNED INCOME TAX CREDIT

This is a special tax benefit for lower income workers. Not all who qualify for the EITC (Earned Income Tax Credit) will qualify for the Advance EITC.

Advance EITC offers extra help year-round in meeting day-to-day expenses. A qualified worker can get payments in advance—each payday—rather than waiting until tax time to claim the credit.

IRS

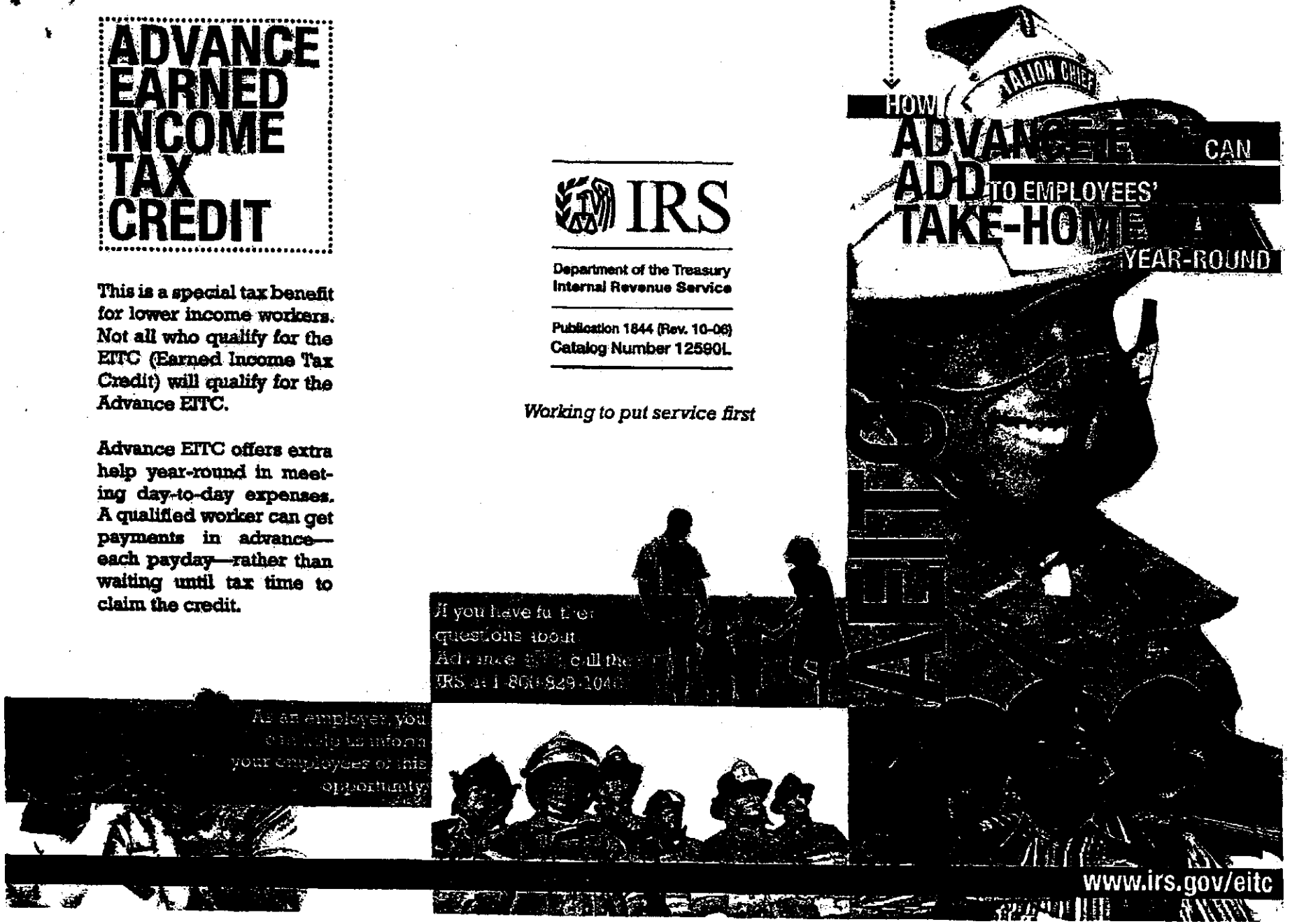
Department of the Treasury
Internal Revenue Service

Publication 1844 (Rev. 10-06)
Catalog Number 12590L

Working to put service first

ADVANCE EARNED INCOME TAX CREDIT

HOW ADVANCE CAN ADD TO EMPLOYEES' TAKE-HOME YEAR-ROUND



www.irs.gov/eitc

Who qualifies for Advance EITC?

Wage earners who earn less than a stated amount, and who have at least one child living with them, may qualify. For complete qualifications, see Form W-5, *Earned Income Credit Advance Payment Certificate.*

The qualified employee simply completes Form W-5 and gives it to you.

Do not use your own funds to make Advance EITC payments

Refer to the Form W-5 and the tables shown in Pub 15, *Employer's Tax Guide (Circular E)*, to compute the correct addition to the employee's take-home pay for the payroll periods. Pub 15 will specify the maximum limit each year.

Remember to reduce your required federal employment tax deposit by the amount of any Advance EITC payments you make to eligible employees.

Assistance from the IRS

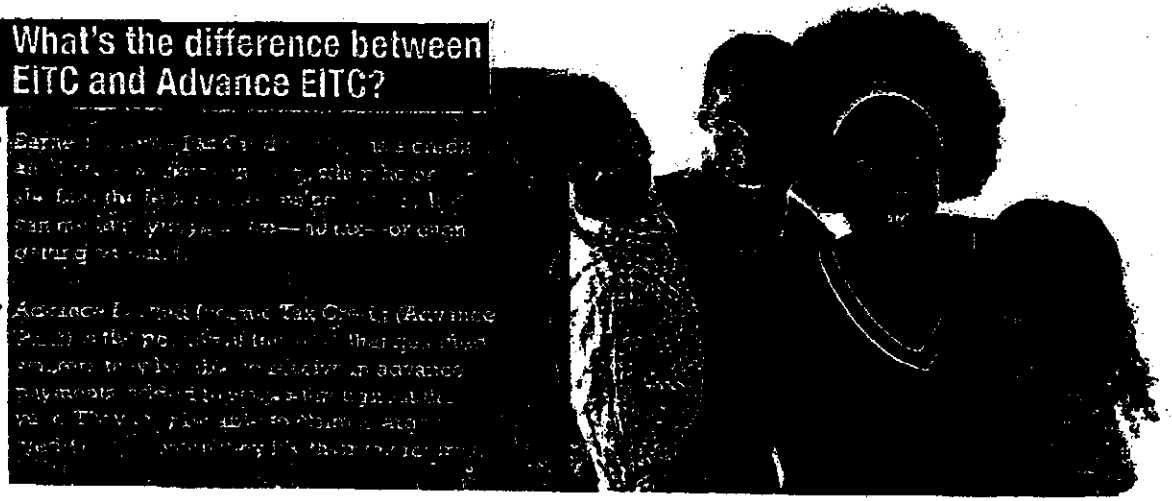
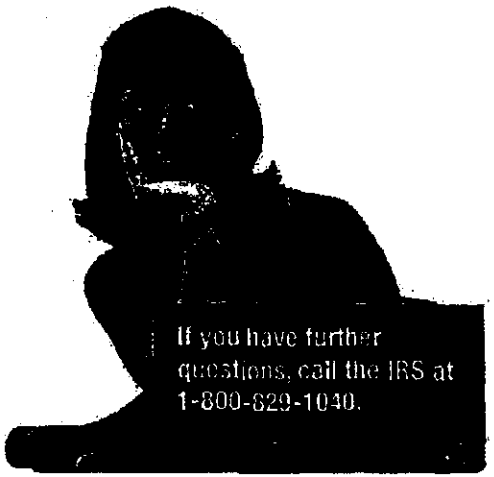
Your local IRS EITC coordinator may be able to provide speakers to talk to your employees about the Advance EITC and to help them fill out Form W-5. Look in your local telephone directory for the IRS office nearest you.

Free informative material on Advance EITC

To tell your employees about Advance EITC, order these IRS publications, available in English and Spanish (SP). Phone the IRS at 1-800-829-3676.

- Pub 1235 a self mailer in English and Spanish which includes Form W-5, *Advance EITC Employee Brochure.*
- Pub 1759 (ENG/SP), *Advance EITC Poster* 8.5" x 11".
- Pub 1762 (ENG/SP), *Advance EITC Stuffer*, to include in mailouts or with paychecks.

Assistance from the IRS

- Call the IRS at 1-800-829-3676 to order free forms and publications, or visit your local IRS office.
- Form W-5, *Earned Income Credit Advance Payment Certificate.*
- Pub 15, *Employer's Tax Guide (Circular E).*
- Pub 596, *Earned Income Credit.*
- Pub 910, *Guide to Free Tax Services.*
- Internet: IRS forms with instructions, tax publications, and other tax materials may be downloaded at our Web site: www.irs.gov.
- TeleTax service: call 1-800-829-4477 for recorded tax information.

What's the difference between EITC and Advance EITC?