



Lynn Schott
Vice Chairwoman

Melissa Fox
Director

Jeffrey Lalloway
Director

Christina Shea
Director

Donald P. Wagner
Director

AGENDA

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

January 24, 2017

2:00 PM

City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

Speaker's Card/Request to Speak: If you would like to address the Board on a scheduled agenda item – including a Consent Calendar item, a Regular Business item, a Public Hearing item, or Public Comments – please complete the [Request to Speak Form](#). The card is at the table at the entrance to the City Council Chamber. Please identify on the card your name and the item on which you would like to speak and return to the Clerk of the Board. The [Request to Speak Form](#) assists the Chair in ensuring that all persons wishing to address the Board are recognized. It also ensures the accurate identification of meeting participants in the Board minutes. Your name will be called at the time the matter is heard by the Board. Board policy is to limit public testimony to up to three minutes per speaker depending on relevant circumstances (unless the time limit is extended by the Chair), which includes the presentation of electronic or audio visual information. Speakers may not yield their time to other persons.

Please take notice that the order of scheduled agenda items below and/or the time they are actually heard, considered and decided may be modified by the Chair or the Board during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

DIRECTOR, OCGP, REPORT

Scan this QR code for an electronic copy
of the Great Park Board Agenda and staff
reports



BOARDMEMBER REPORTS

ADDITIONS AND DELETIONS

Additions to the agenda are limited by California Government Code Section 54954.2 of the Brown Act and for those items that arise after the posting of the Agenda and must be acted upon prior to the next Board meeting.

1. CONSENT CALENDAR

All matters listed under Consent Calendar are considered by the Assistant City Manager and the City Manager to be routine and enacted by one roll call vote. There will be no discussion of these items unless members of the Orange County Great Park Board request specific items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Board on items on the Consent Calendar. See information for Speaker's Card/Request to Speak on first page.

1.1 MINUTES

ACTION:

Approve the minutes of the regular meeting of the Orange County Great Park Board held on November 22, 2016.

1.2 2017 ORANGE COUNTY GREAT PARK BOARD MEETING CALENDAR

ACTION:

Approve the proposed 2017 Orange County Great Park Board Meeting Calendar.

1.3 APPOINTMENT OF OFFICER - TREASURER/CHIEF FINANCIAL OFFICER

ACTION:

Adopt - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY GREAT PARK CORPORATION AMENDING RESOLUTION NO. 16-01 PERTAINING TO THE APPOINTMENT OF TREASURER/CHIEF FINANCIAL OFFICER

1.4 CONTRACT AWARD FOR MAINTENANCE OF LANDSCAPE AND ATHLETIC FACILITIES AT THE ORANGE COUNTY GREAT PARK

ACTION:

Recommend that the City Council authorize the Mayor to execute a five-year service contract with Merchants Landscape Services, Inc., the lowest responsive and responsible bidder, for an annual not-to-exceed amount of \$4,398,434.20 for maintenance of landscape and athletic facilities at the Orange County Great Park and adjacent City property.

2. BOARD BUSINESS

2.1 ANNUAL ELECTION OF ORANGE COUNTY GREAT PARK CORPORATION BOARD OF DIRECTORS CHAIRMAN/CHAIRWOMAN AND VICE CHAIRMAN/CHAIRWOMAN

ACTION:

Elect Chairman/Chairwoman and Vice Chairman/Chairwoman of the Orange County Great Park Corporation Board of Directors for the ensuing year.

2.2 PLANNING FOR THE CULTURAL TERRACE DISTRICT AT THE ORANGE COUNTY GREAT PARK

ACTION:

- 1) Direct staff to pursue a City-led planning analysis of the Cultural Terrace, in lieu of the Joint Studies approach, and recommend that the City Council authorize the Mayor to sign a contract amendment with AECOM, Inc., in the amount of \$650,000 for urban design and planning services related to planning for the Cultural Terrace.
- 2) Recommend that the City Council approve a budget adjustment appropriating funds in the amount of \$650,000 from the Orange County Great Park Fund 180 unallocated fund balance to the City Manager's Office Great Park Section 020 budget for Design Coordination Services (as described in recommendation 1).
- 3) Recommend that the City Council approve a budget adjustment appropriating funds in the amount of \$50,000 from the Orange County Great Park Fund 180 unallocated fund balance to the City Manager's Office Great Park Section 020 budget for Engineering Support Services related to planning for the Cultural Terrace.

2.3 AWARD OF CONTRACT AND BUDGET APPROPRIATION FOR CONSULTANT SERVICES FOR GREAT PARK GOLF COURSE DESIGN REVIEW AND MARKET FEASIBILITY STUDY

ACTION:

- 1) Recommend that the City Council authorize the City Manager to sign a contract with Pascuzzo and Pate Golf Design in the amount of \$24,000 for design review services for the Orange County Great Park Golf Course.
- 2) Recommend that the City Council authorize the City Manager to execute a contract with National Golf Foundation, Inc., in the amount of \$19,500 for a market feasibility study for the Orange County Great Park Golf Course.

- 3) Recommend that the City Council approve a budget appropriation in the amount of \$43,500 from the Orange County Great Park Fund 180 unallocated fund balance for design review services and market feasibility study for Orange County Great Park Golf Course.

2.4 BUDGET ADJUSTMENT FOR ENHANCEMENTS TO SPORTS PARK SUBAREA OF THE ORANGE COUNTY GREAT PARK

ACTION:

- 1) Recommend that the City Council authorize the City Manager to execute Amendment No. 1 to Letter Agreement Regarding the Use of Quimby Park-in-Lieu Funds for Sports Park Design Enhancements.
- 2) Recommend that the City Council approve a budget appropriation of \$92,176 in Quimby Park-in-Lieu Funds to the Capital Improvement Project Fund, Project No. 361616, Sports Park Subarea Improvements, for the recommended Sports Park design enhancements.

2.5 PRESENTATION BY PEDEGO ELECTRIC BIKES AS REQUESTED BY BOARDMEMBER FOX

ACTION:

Board discussion and direction.

PUBLIC COMMENTS (Limited to 3 minutes per speaker.)

Any member of the public may address the Board on items within the Orange County Great Park Board's subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. See information for Speaker's Card/Request to Speak on the first page.

ADJOURNMENT

NOTICE TO THE PUBLIC

LIVE BROADCASTING AND REBROADCASTING

Regular Orange County Great Park Board meetings are broadcast live every 4th Tuesday of the month at 2 p.m. and are replayed on Tuesdays at 2 p.m. (in weeks in which there is not a live Great Park Board meeting), Wednesdays at 8 a.m., Thursdays at 7 p.m., and Saturdays at 7 p.m. (in weeks in which there is not a live Orange County Great Park meeting) until the next Orange County Great Park Board meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel 99. Orange County Great Park Board meetings are also available via live webcast and at any time for replaying through the City's ICTV webpage at cityofirvine.org/ictv. For more information, please contact the Clerk of the Board/City Clerk's Office at (949) 724-6205.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the Clerk of the Board and are available for public inspection and copying once the agenda is publicly posted (at least 72 hours prior to a regular Orange County Great Park Board meeting). Staff reports can also be downloaded from the City's website at cityofirvine.org and ocgp.org beginning the Friday prior to the scheduled regular Orange County Great Park Board meeting on the 4th Tuesday of each month.

In addition, meetings can be viewed live at the time posted on the agenda and related staff reports can be opened and viewed simultaneously along with the streaming of the meeting. To view the meeting, go to cityofirvine.org/ictv.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Clerk of the Board/City Clerk staff at (949)724-6205.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Orange County Great Park Board regarding any item on this agenda after the posting of the agenda will be available for public review in the Clerk of the Board/City Clerk's Office, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Clerk of the Board/City Clerk staff at (949)724-6205.

**SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR
DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS****Media Types and Guidelines****1. Written Materials/Handouts:**

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the Orange County Great Park Board. Please provide 15 copies of the information to be submitted and file with the Clerk of the Board at the time of arrival to the meeting. This information will be disseminated to the Orange County Great Park Board at the time testimony is given.

2. Large Displays/Maps/Renderings:

Any member of the public who desires to display freestanding large displays or renderings in conjunction with their public testimony is asked to notify the Clerk of the Board/City Clerk's Office at (949)724-6205 no later than 10 a.m. on the day of the scheduled meeting so that an easel can be made available, if necessary.

3. Electronic Documents/Audio-Visuals:

Any member of the public who desires to display information electronically in conjunction with their public testimony is asked to submit the information to the Public Information Office (PIO) no later than 10 a.m. on the day of the scheduled meeting. To facilitate your request contact the PIO Office at (949)724-6253 or the City Clerk's Office at (949)724-6205.

Information must be provided on CD, DVD, or VHS; or, emailed by 12:00 noon on the day of the scheduled meeting to pio@ci.irvine.ca.us. Members of the public will be asked to provide their name, identify the meeting and the agenda item to be addressed, and a daytime phone number.

The PIO office will notify the person submitting the information as soon as possible prior to the meeting if the information cannot be accessed or if the version provided is incompatible with the City's system. Every effort will be made by City staff to facilitate the presentation.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

It is the intention of the City of Irvine to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact the Clerk of the Board/City Clerk's Office at (949)724-6205.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

CHALLENGING BOARD DECISIONS

If a person wishes to challenge the validity or reasonableness of any Board action or decision in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the Orange County Great Park Corporation, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

COMMUNICATION AND ELECTRONIC DEVICES

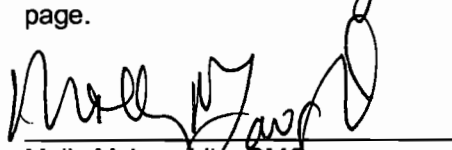
To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

MEETING SCHEDULE

Regular meetings of the Orange County Great Park Board are held on the fourth Tuesdays of each month at 2 p.m. Agendas are available at the following locations:

- Clerk of the Board/City Clerk's Office
- Police Department
- City's web page at cityofirvine.org
- Orange County Great Park's web page at ocgp.org

I hereby certify that the agenda for the Regular Orange County Great Park Board meeting was posted in accordance with law in the posting book located in the Public Safety Lobby of City Hall, One Civic Center Plaza, Irvine, California on January 19, 2017 by 8:00 pm as well as on the City's web page.


Molly McLaughlin, CMO
Secretary / Clerk of the Board

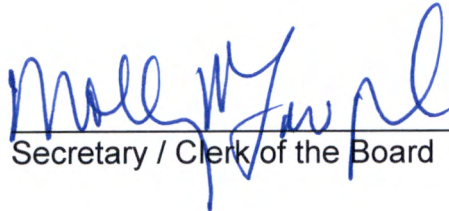
1.1



REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: MINUTES


Secretary / Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes of a regular meeting of the Orange County Great Park Board held on November 22, 2016.



MINUTES

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

November 22, 2016
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

A regular meeting of the Orange County Great Park Board of Directors was called to order on November 22, 2016 at 2:06 p.m. in the City Council Chamber; Chairman Choi presiding.

ROLL CALL

Present:	3	Director:	Jeffrey Lalloway
		Vice Chairwoman:	Lynn Schott
		Chairman:	Steven Choi
Absent:	2	Director:	Beth Krom
		Director:	Christina Shea

PLEDGE OF ALLEGIANCE

Chairman Choi led the Pledge of Allegiance.

DIRECTOR, OCGP, REPORT

Pete Carmichael, Director, Orange County Great Park, provided a brief update on construction access and activity at the Orange County Great Park; noted the reopening of Marine Way; highlighted a recent training exercise in response to a major earthquake held by the Vigilant Guard; and provided a brief update regarding a Request for Proposals for the proposed Waterpark.

BOARDMEMBER REPORTS

There were no Director reports.

ADDITIONS AND DELETIONS

There were none.

1. CONSENT CALENDAR

ACTION: Moved by Director Lalloway, seconded by Vice Chairwoman Schott, and unanimously carried by those members present (Directors Krom and Shea absent) to approve Consent Calendar Item Nos. 1.1 through 1.5.

1.1 MINUTES

ACTION:

Approved the minutes of the regular meeting of the Orange County Great Park Board held on October 25, 2016.

1.2 ORANGE COUNTY GREAT PARK CORPORATION AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2016

ACTION:

Recommended the City Council receive and file.

1.3 ORANGE COUNTY GREAT PARK FUNDS FINANCIAL STATEMENT AUDIT – FISCAL YEAR 2015-16

ACTION:

Recommended the City Council receive and file.

1.4 APPOINTMENT OF OFFICER - CHIEF EXECUTIVE OFFICER

ACTION:

Adopted RESOLUTION NO. 16-02 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY GREAT PARK CORPORATION AMENDING RESOLUTION NO. 15-02 PERTAINING TO THE APPOINTMENT OF THE CHIEF EXECUTIVE OFFICER

1.5 AMENDMENT TO LEASE AGREEMENT WITH IRVINE ICE FOUNDATION ENABLING CONSTRUCTION AND OPERATION OF ICE FACILITY AT THE ORANGE COUNTY GREAT PARK

ACTION:

Recommended that the City Council authorize the Mayor to execute Amendment No. 1 to the Ground Lease by and between the City of Irvine and Irvine Ice Foundation enabling construction and operation of an ice facility on City-owned property.

2. BOARD BUSINESS

2.1 CONTRACT AWARD AND BUDGET APPROPRIATION FOR PUBLIC OUTREACH RELATED TO FUTURE ORANGE COUNTY GREAT PARK AMENITIES

Craig Reem, Director of Public Affairs and Communications, and Pete Carmichael, Director, Orange County Great Park, presented the staff report and responded to questions.

Don Davis, Council Executive Assistant, spoke on behalf of Director Shea, noting the costs associated with prior outreach efforts in past years and spoke in opposition to additional funds being spent to conduct similar outreach.

Board discussion included: noting previous outreach efforts and a renewed desire to obtain updated information; importance of seeking public input on proposed amenities at the Cultural Terrace; referenced the original expenditure in comparison to the cost for new public outreach; expressed concern that several amenities were already planned and under construction; noted public concern with respect to not enough open space and suggested downsizing or eliminating the proposed golf course to allow for more passive space; noted public interest in a metropolitan library and amphitheater within the Cultural Terrace; and reiterated an interest in finding ways of accommodating new ideas while sending a message that the Board values public opinion.

ACTION: Moved by Vice Chairwoman Schott, seconded by Director Lalloway, and unanimously carried by those members present (Directors Krom and Shea absent) to:

ACTION:

- 1) Recommend the City Council authorize the City Manager to execute a contract with Simon Wong Engineering for public engagement related to future Orange County Great Park amenities.

- 2) Recommend the City Council authorize the City Manager to execute a contract with True North Research, Inc. for telephone surveys related to future Orange County Great Park amenities.
- 3) Recommend the City Council approve a budget adjustment appropriating funds in the amount of \$240,755 from the Orange County Great Park Fund 180 unallocated fund balance to the City Manager's Office Communication Services Section 017 budget for public outreach related to future Orange County Great Park amenities.

2.2 CITY ACCEPTANCE OF COMPLETED PORTIONS OF THE 688-ACRE GREAT PARK IMPROVEMENT AREA

Pete Carmichael, Director, Orange County Great Park, presented the staff report and responded to questions.

Board discussion included: whether a warranty period would be included should any deficiencies be discovered; and expressed appreciation to staff for their creative work effort.

Jeff Melching, City Attorney, noted that per the Adjacent Landowner Agreement II (ALA II), a one-year defect bond was required for each construction contract, which was a standard that the City used.

Sean Joyce, City Manager, reiterated the importance of making the Board aware of what would ensue when the Sports Park was accepted to ensure a safe facility, while also ensuring that the City received what was promised. He further noted that staff would expand upon the customary practice given the size and scope of the project.

Received and filed the report regarding the process for City acceptance of completed portions of the 688-acre Great Park Improvement Area.

PUBLIC COMMENTS

Don Croucher, representing the Orange County Fire Museum, expressed his appreciation to Directors for the consideration of a fire museum at the Orange County Great Park.

ADJOURNMENT

Moved by Vice Chairwoman Schott, seconded by Director Lalloway, and unanimously carried by those members present (Directors Krom and Schott absent) to adjourn the meeting at 2:55 p.m.

CHAIRMAN

SECRETARY/CLERK OF THE BOARD

DATE

1.2



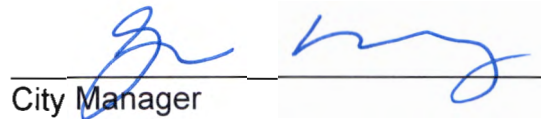
REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: 2017 ORANGE COUNTY GREAT PARK MEETING CALENDAR



City Clerk



City Manager

RECOMMENDED ACTION

Approve the proposed 2017 Orange County Great Park Board Meeting Calendar.

EXECUTIVE SUMMARY

Presented for Board consideration is the 2017 Orange County Great Park Meeting Calendar (Attachment 1) that includes proposed cancellation dates (August 22 and December 26) consistent with previous Board action to cancel or reschedule meetings when holidays and/or vacation schedules conflicted with regular Board meeting dates.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

At its January 10, 2013 meeting, the Orange County Great Park Board of Directors (Board) adjusted meeting dates and times to the fourth Tuesday of each month at 2 p.m. Since that time, Board meetings have been rescheduled or canceled when necessary. For example, the Board meeting in August has been historically canceled due to summer vacation schedules and the December meeting has been canceled due to the Christmas holiday.

In remaining consistent with past practice, staff is recommending that the Board cancel the August 22 and December 26 Board meetings. While the proposed calendar is meant to memorialize the proposed 2017 Board meeting dates, the Board may cancel or add additional meetings at any time in accordance with the Orange County Great Park Corporation Bylaws and State regulations.

ALTERNATIVES CONSIDERED

The Board of Directors may amend the 2017 Orange County Great Park Meeting Calendar and provide alternative direction.

FINANCIAL IMPACT

There is no financial impact associated with the 2017 Orange County Great Park Meeting Calendar.

REPORT PREPARED BY Molly McLaughlin, City Clerk

ATTACHMENTS

Attachment 1: 2017 Orange County Great Park Board Meeting Calendar

Orange County Great Park Board 2017 Meeting Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
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22	23	24 GP	25	26	27	28
29	30	31				

February						
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March						
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30						

May						
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28	29 H	30	31			

June						
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July						
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23	24	25 GP	26	27	28	29
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August						
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September						
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October						
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29	30	31				

November						
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26	27	28 GP	29	30		

December						
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17	18	19	20	21	22	23
24	25 H	26 H	27	28	29	30
31						

GP: Orange County Great Park – 2pm (4th Tue)

Meeting Dates
Proposed Cancellation
Holidays

ATTACHMENT 1

1.3




REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: APPOINTMENT OF OFFICER – TREASURER/CHIEF FINANCIAL OFFICER



Director, Orange County Great Park



City Manager

RECOMMENDED ACTION

Adopt – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY GREAT PARK CORPORATION AMENDING RESOLUTION NO. 16-01 PERTAINING TO THE APPOINTMENT OF TREASURER/CHIEF FINANCIAL OFFICER.

EXECUTIVE SUMMARY

The recommended action appoints Financial Services Director, Kristin Griffith, as Treasurer/Chief Financial Officer of the Orange County Great Park Corporation, pursuant to Article VIII of the Bylaws of the Orange County Great Park Corporation. The position is a collateral assignment for existing personnel and does not award additional compensation to the holder of the position.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

On February 23, 2016, the Orange County Great Park Corporation Board of Directors appointed Grace K. Leung to serve as Treasurer/Chief Financial Officer of the Orange County Great Park Corporation. Ms. Leung served in this position until her promotion on October 17, 2016.

It is recommended that the Board adopt the proposed resolution (Attachment 1), amending Resolution No. 16-01 to replace former Financial Services Director Grace K.

Leung as the Treasurer/Chief Financial Officer with Financial Services Director Kristin Griffith.

ALTERNATIVES CONSIDERED

The Board could choose to appoint someone other than the Director of Financial Services as Treasurer/Chief Financial Officer of the Orange County Great Park Corporation. This is not recommended as the Director of Financial Services is the relevant subject matter expert and her appointment brings a consistent approach to implementation of the Board's vision for the Great Park.

FINANCIAL IMPACT

There are no costs associated with the appointment of a Treasurer/Chief Financial Officer for the Orange County Great Park Corporation.

REPORT PREPARED BY Pete Carmichael, Director, Orange County Great Park

ATTACHMENT

1. Orange County Great Park Corporation Resolution No. 17-__

ORANGE COUNTY GREAT PARK CORPORATION
RESOLUTION NO. 17-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGE COUNTY GREAT PARK CORPORATION
AMENDING RESOLUTION NO. 16-01 PERTAINING TO
THE APPOINTMENT OF THE TREASURER/CHIEF
FINANCIAL OFFICER

The Board of Directors of the ORANGE COUNTY GREAT PARK CORPORATION, a California nonprofit public benefit corporation (the "Corporation"), acting pursuant to the authority of Section 5211(b) of the California Nonprofit Corporation Law, does hereby resolve as follows:

SECTION ONE: ELECTION OF OFFICERS. The following person is hereby appointed to the office of the Corporation identified opposite their name below, to have powers, duties and responsibilities in such offices as are specified by the Bylaws adopted by Orange County Great Park Corporation Resolution No. GPC 03-02, and amended in Resolution Nos. GPC 05-03, GPC 10-01, GPC 11-01, GPC 13-02, GPC 13-05 and GPC 16-01, by applicable law, and/or as directed by the Board, and to serve at the pleasure of the Board:

Name	Office
Kristin Griffith	Treasurer/Chief Financial Officer

Orange County Great Park Corporation Resolution No. 16-01 is hereby amended to reflect the appointment of the above officer in lieu of the officer designation in such Resolution.

PASSED AND ADOPTED by the Orange County Great Park Corporation Board of Directors at a regular meeting held on the 24th of January 2017.

CHAIRMAN

ATTEST:

SECRETARY/CLERK OF THE BOARD

ATTACHMENT 1

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

I, MOLLY MCLAUGHLIN, Secretary/Clerk of the Board of the Orange County Great Park Corporation, DO HEREBY CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the Corporation, held on the 24th day of January 2017.

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

SECRETARY/CLERK OF THE BOARD

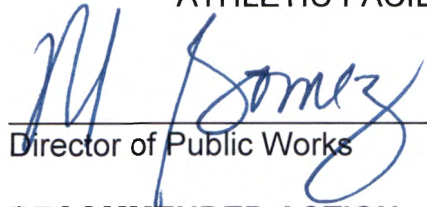
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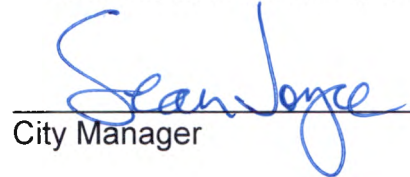
REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: CONTRACT AWARD FOR MAINTENANCE OF LANDSCAPE AND ATHLETIC FACILITIES AT THE ORANGE COUNTY GREAT PARK



Director of Public Works



City Manager

RECOMMENDED ACTION

Recommend that the City Council authorize the Mayor to execute a five-year service contract with Merchants Landscape Services, Inc., the lowest responsive and responsible bidder, for an annual not-to-exceed amount of \$4,398,434.20 for maintenance of landscape and athletic facilities at the Orange County Great Park and adjacent City property.

EXECUTIVE SUMMARY

The Landscape Maintenance Division of the Public Works Department is responsible for maintenance of public parks and athletic fields throughout the City, including the Orange County Great Park. These services are primarily conducted by private contractors selected through a competitive bid process administered in accordance with the City's purchasing policies and procedures. The City's existing contract for these services at the Orange County Great Park expires on March 31, 2017. To avoid service interruptions, new competitive bids were solicited and received on December 13, 2016. A summary of the bids received is included as Attachment 1. Staff recommends awarding a new contract to the lowest responsive and responsible bidder, Merchants Landscape Services, Inc.

The proposed service contract incorporates all existing amenities under the City's existing maintenance agreement and allows for incrementally adding components of the 688-acre Great Park development that ultimately will include:

- 17 Grass Soccer Fields
- 8 Synthetic Soccer Fields
- 7 Baseball Fields
- 5 Softball Fields
- 5 Sand Volleyball Courts
- 5,112 Trees
- 48 Irrigation Controllers
- 40 Acres of Common Area Turf
- 130 Acres of Groundcover and Ornamental Grass
- 87 Acres of Hardscape (including Tennis and Basketball Courts)
- Visitor Center, Balloon Complex and Palm Court
- Bosque and Upper Bee

The recommended contract excludes maintenance services for the proposed golf course and wildlife corridor. Service contracts for these elements of the park

development will be presented separately for City Council consideration. The City's purchasing policies require service contracts in excess of \$1 million for the Orange County Great Park to be reviewed by the Orange County Great Park Board and approved by the City Council. Accordingly, the proposed contract is presented for consideration by the Board and City Council.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable

ANALYSIS

The City's existing annual maintenance contract for landscape and athletic fields at the Great Park is set to expire on March 31, 2017. The existing contract was awarded through a competitive bid process in 2014 for a term of three years and has an annual not-to-exceed budget allowance of \$1,891,304.21 primarily covering areas within the Western Sector portion of the park.

To avoid service interruptions and to facilitate an orderly transition to a new contract service term, a competitive bid process was conducted and new competitive bids were received on December 13, 2016. As part of the bid process, 32 firms acquired the bid documents and seven firms attended the mandatory pre-bid meeting on November 15, 2016. The City received three bids, one from Merchants Landscape Services, Inc. (the City's existing service contractor), a second from Mariposa Landscapes, Inc., and a third bid that was deemed non-responsive by the City Purchasing Division because the bidder altered the bid document by changing the assigned quantities of certain tasks. The two responsive bids were reviewed in accordance with the City's purchasing policies and procedures. Based on this review, Merchants Landscape Services, Inc., is the lowest responsive and responsible bidder. This contractor is familiar with the City's contract requirements, has met or exceeded current contract service level requirements, and is in compliance with all provisions of its existing contract with the City.

If approved by the City Council, the recommended new five-year contract, included as Attachment 2, would commence on April 1, 2017 for an annual not-to-exceed amount of \$4,398,434.20 with no increases in unit pricing for the duration of the contract. The agreement provides contracted maintenance services necessary for managing the park's sports fields, turf areas, landscape groundcover, trees, irrigation and weed abatement. The proposed new contract also includes personnel staffing provisions ensuring the City's high quality standards are addressed by providing for a minimum of twenty-two (22) full-time equivalent contract maintenance personnel to service the Great Park on a daily basis. The contract also provides the City the ability to increase service levels at the Great Park as new areas are accepted by the City. The annual not-to-exceed amount is reflective of future anticipated cost to maintain the Great Park upon full acceptance by the City. Expenditures would not be incurred or budgeted for new areas until the City has accepted the area for public use.

Under the proposed new contract, the annual not to exceed budget allowance for maintenance of the existing areas of the Western Sector will decrease from \$1,891,304.21 to \$1,581,210.86. This decrease is due to the elimination of selected tasks that are longer required and lower unit pricing resulting from the new bid received from Merchants Landscape Services, Inc.

ALTERNATIVES CONSIDERED

The Board could recommend that the City Council reject the two bids received for the proposed contract and direct staff to solicit new competitive bids with alternative bidding directions such as, requesting bids for a one-year contract period (instead of the proposed five-year term) or requesting multi-year bids with provisions that allow for an annual escalator in pricing (instead of the proposed five-year fixed price), or any other bidding options deemed appropriate by the Board. The Board may also recommend that the City Council direct staff to develop a staffing plan and corresponding budget to enable the City to bring these services in-house and transition this work from private contract services to using City personnel and equipment to perform these maintenance functions. These alternatives are not recommended because the bid prices submitted by the lowest responsible bidder, Merchants Landscape Services, Inc., appear reasonable when compared to the existing contract pricing and compared to landscape contracts for other parks in the City. The proposed five-year fixed price contract term also controls costs for these services for the term of the contract and rebidding the contract or transitioning this work effort to in-house services is not expected to result in lower costs to the City.

FINANCIAL IMPACT

The recommended annual contract amount of \$4,398,434.20 is the lowest competitive bid received and incorporates the full build out of the Bosque, Upper Bee, and Sports Park components of the 688-acre park development. If approved by the City Council, the contract term begins on April 1, 2017. Funding for the initial three months of this service contract is available in the approved Fiscal Year 2016-17 Public Works Maintenance budget from the Orange County Great Park Fund 180 for the existing components of the Great Park with a small percentage funded from the General Fund for weed abatement services at the City owned ARDA 125-acre parcel adjacent to the park. Funding for subsequent years beginning with Fiscal Year 2017-18 will be included for consideration by the City Council as part of the City's annual budget process. The proposed contract allows flexibility to add to the scope of services as portions of the 688-acre park development are accepted for public use by the City by adjusting service levels to correspond with future funding availability.

REPORT PREPARED BY: Dennis Chiotti, Landscape Maintenance Superintendent

ATTACHMENTS

1. Summary of Bids
2. Agreement for Trades-Related Services for Landscape and Associated Facilities Maintenance at the Orange County Great Park Service Agreement

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

SOCCER COMPLEX

SCHEDULED DUTIES

Grass Soccer Fields –per Section 2.21

Task	Unit Quantity	Unit	Estimated No. of Months
Mowing/Edging	43.39	Acres	12
Line Painting-Per Section 2.22.15a and 2.22.15b	17	Fields	12
Synthetic Fields –per Section 2.25			
Synthetic Turf Grooming - per Section 2.25.1a	8	Fields	12
Synthetic Turf Disinfecting - per Section 2.25.1b	8	Fields	12
Litter Removal- per Section 2.25.2	8	Fields	12
Infill Management on Synthetic Turf – per Section 2.25.4	4000	4000 lbs/field	8
Synthetic Turf Repair - per Section 2.25.5	10,000	Sq.Ft.	1
GMax Testing- per Section 2.25.6	8	Fields	1
Edging Perimeter of Field w/ Walk Behind Edger-Per Section 2.25.7	8	Fields	12
Additional Field Painting per Section 2.22.15e	15,000	L.F.	1
Synthetic Turf Cooling System Maintenance –per Section 2.33	8	Fields	12
Shrub/Groundcover - Per Section 2.23	37.92	Acres	12
Trees - Per Section 2.24	1321	Trees	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	31.7	Acres	12
Irrigation - Per Section 2.26	843	Valves	12

Total Annual Cost for Soccer Complex Scheduled Duties:

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 337.00	\$ 14,622.43	\$ 175,469.16	375	\$ 16,271.25	\$ 195,255.00	\$ 413.00
\$ 29.00	\$ 493.00	\$ 5,916.00	35	\$ 595.00	\$ 7,140.00	n/a
				\$ -	\$ -	
\$ 100.00	\$ 800.00	\$ 9,600.00	145	\$ 1,160.00	\$ 13,920.00	\$ 450.00
\$ 72.00	\$ 576.00	\$ 6,912.00	125	\$ 1,000.00	\$ 12,000.00	n/a
\$ 5.00	\$ 40.00	\$ 480.00	40	\$ 320.00	\$ 3,840.00	n/a
\$ 1.06	\$ 4,240.00	\$ 33,920.00	1.5	\$ 6,000.00	\$ 48,000.00	n/a
\$ 0.10	\$ 1,000.00	\$ 1,000.00	2.15	\$ 21,500.00	\$ 21,500.00	n/a
\$ 700.00	\$ 5,600.00	\$ 5,600.00	600	\$ 4,800.00	\$ 4,800.00	n/a
\$ 5.00	\$ 40.00	\$ 480.00	5	\$ 40.00	\$ 480.00	n/a
\$ 0.04	\$ 600.00	\$ 600.00	0.05	\$ 750.00	\$ 750.00	n/a
\$ 5.00	\$ 40.00	\$ 480.00	50	\$ 400.00	\$ 4,800.00	n/a
\$ 222.00	\$ 8,418.24	\$ 101,018.88	175	\$ 6,636.00	\$ 79,632.00	\$ 255.00
\$ 1.50	\$ 1,981.50	\$ 23,778.00	5	\$ 6,605.00	\$ 79,260.00	\$ 3.25
\$ 525.00	\$ 16,642.50	\$ 199,710.00	40	\$ 1,268.00	\$ 15,216.00	\$ 340.00
\$ 7.35	\$ 6,196.05	\$ 74,352.60	31	\$ 26,133.00	\$ 313,596.00	\$ 30.00
		\$ 639,316.64			\$ 800,189.00	

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	86.78	Acre	
JTM Activator Ca @ 8 bags per acre	86.78	Acre	
Best NitraKing @ 6 bags per acre	43.39	Acre	
Calcium Nitrate @ 6 bags per acre	86.78	Acre	
Best 19-6-12 w/ Polyon @ 6 bags per acre	43.39	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	520.68	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	520.68	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	43.39	Acre	
Best X-Cote 43-0-0 @ 2 bags per acre	43.39	Acre	
Best 21-0-0 @ 3 bags per acre	43.39	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	173.56	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	173.56	Acre	
Aerate with 5/8" Hollow tines	173.56	Acre	
Slice/Spiking Aeration	43.39	Acre	
Verti-Drain Aeration w/ hollow tine 5/8"	43.39	Acre	
Verti-Drain Aeration w/ ¾" solid tine	6	Acre	
Verti-Cut/Vacuum	43.39	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	86.78	Acre	
Topdress with #30 Washed Silica Sand @ ¼" per Application	86.78	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	43.39	Acre	
Sod with Overseeded Tifway II Thick Cut	200,000	Sq.Ft.	
Sod with Tifway II	200,000	Sq.Ft.	
Overseed with Blackjack Bermuda grass seed @ 3 lbs/ 1,000 s.f.	43.39	Acre	

Total Annual Cost for Soccer Complex Seasonal Duties:

Total Annual Cost for Soccer Complex Maintenance:

A

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 31,935.04	416		\$ 36,100.48	\$ 415.00
\$ 179.00		\$ 15,533.62	192		\$ 16,661.76	\$ 167.00
\$ 124.00		\$ 5,380.36	170		\$ 7,376.30	\$ 140.00
\$ 85.00		\$ 7,376.30	119		\$ 10,326.82	\$ 125.09
\$ 198.00		\$ 8,591.22	235		\$ 10,196.65	n/a
\$ 325.00		\$ 169,221.00	356		\$ 185,362.08	n/a
\$ 117.00		\$ 60,919.56	112		\$ 58,316.16	n/a
\$ 292.00		\$ 12,669.88	338		\$ 14,665.82	n/a
\$ 66.00		\$ 2,863.74	95		\$ 4,122.05	n/a
\$ 43.00		\$ 1,865.77	58		\$ 2,516.62	n/a
\$ 34.00		\$ 5,901.04	51		\$ 8,851.56	n/a
\$ 25.00		\$ 4,339.00	43		\$ 7,463.08	n/a
\$ 175.00		\$ 30,373.00	225		\$ 39,051.00	\$ 175.00
\$ 135.00		\$ 5,857.65	250		\$ 10,847.50	\$ 135.00
\$ 350.00		\$ 15,186.50	400		\$ 17,356.00	\$ 310.00
\$ 300.00		\$ 1,800.00	350		\$ 2,100.00	n/a
\$ 550.00		\$ 23,864.50	685		\$ 29,722.15	\$ 550.00
\$ 800.00		\$ 69,424.00	2200		\$ 190,916.00	\$ 550.00
\$ 1,295.00		\$ 112,380.10	1550		\$ 134,509.00	\$ 1,295.00
\$ 1,000.00		\$ 43,390.00	1400		\$ 60,746.00	\$ 1,295.00
\$ 1.49		\$ 298,000.00	1.95		\$ 390,000.00	\$ 0.85
\$ 1.11		\$ 222,000.00	1.45		\$ 290,000.00	\$ 0.85
\$ 600.00		\$ 26,034.00	1000		\$ 43,390.00	n/a
		\$ 1,174,906.28			\$ 1,570,597.03	
		\$ 1,814,222.92			\$ 2,370,786.03	

ATTACHMENT 1

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

BASEBALL COMPLEX

SCHEDULED DUTIES

Baseball Fields –per Section 2.34

Task	Unit Quantity	Unit	Estimated No. of Months
Mowing	21.9	Acres	12
Infield Maintenance/Prep	210	Preps	12
Line Painting-Per Section 2.22.15c	210	Fields	12
Shrub/Groundcover - Per Section 2.23	17.9	Acres	12
Trees - Per Section 2.24	494	Trees	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	13	Acres	12
Irrigation - Per Section 2.26	480	Valves	12
Total Annual Cost for Baseball Complex Scheduled Duties:			

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 337.00	\$ 7,380.30	\$ 88,563.60	375	\$ 8,212.50	\$ 98,550.00	\$ 413.00
\$ 30.00	\$ 6,300.00	\$ 75,600.00	22	\$ 4,620.00	\$ 55,440.00	n/a
\$ 1.00	\$ 210.00	\$ 2,520.00	35	\$ 7,350.00	\$ 88,200.00	n/a
\$ 222.00	\$ 3,973.80	\$ 47,685.60	175	\$ 3,132.50	\$ 37,590.00	\$ 255.00
\$ 0.50	\$ 247.00	\$ 2,964.00	5	\$ 2,470.00	\$ 29,640.00	\$ 3.25
\$ 525.00	\$ 6,825.00	\$ 81,900.00	40	\$ 520.00	\$ 6,240.00	\$ 340.00
\$ 7.35	\$ 3,528.00	\$ 42,336.00	31	\$ 14,880.00	\$ 178,560.00	\$ 30.00
\$ 341,569.20			\$ 494,220.00			

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	43.8	Acre	
JTM Activator Fe/Mn @ 8 bags per acre	21.9	Acre	
JTM Activator Ca @ 8 bags per acre	21.9	Acre	
Best NitraKing @ 6 bags per acre	43.8	Acre	
Calcium Nitrate @ 6 bags per acre	43.8	Acre	
Best 19-6-12 w/ Polyon @ 6 bags per acre	21.9	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	262.8	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	262.8	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	21.9	Acre	
Best X-Cote 43-0-0 @ 2 bags per acre	21.9	Acre	
Best 21-0-0 @ 3 bags per acre	21.9	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	87.6	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	87.6	Acre	
Aerate with 5/8" Hollow tines	87.6	Acre	
Slice/Spiking Aeration	21.9	Acre	
Verti-Cut/Vacuum	21.9	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	43.8	Acre	
Topdress with #30 Washed Silica Sand @ ¼" per Application	43.8	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	21.9	Acre	
Sod with Overseeded Tifway II Thick Cut	20,000	Sq.Ft.	
Sod with Tifway II	10,000	Sq.Ft.	
Overseed with Blackjack Bermudagrass seed @ 3 lbs/ 1,000 s.f.	20,000	Sq.Ft.	
Remove/Install Pitchers Mound – per Section 2.35.2	6	Field	
Infield Lip Management – per Section 2.35.1	7	Field	
Move/Install Home Run Fencing – per Section 2.35.3	6	Field	
Gail Materials Stabilized Pro Gold Infield Mix	175	Tons	
Gail Playball Infield Conditioner – per Section 2.34.13	84	Tons	
Hilltopper	21	Tons	
Laser Grade Skinned Infield – per Section 2.34.15	7	Field	

Total Annual Cost for Baseball Complex Seasonal Duties:

Total Annual Cost for Baseball Complex Maintenance:

B

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 16,118.40	416		\$ 18,220.80	\$ 415.00
\$ 400.00		\$ 8,760.00	305		\$ 6,679.50	\$ 320.00
\$ 179.00		\$ 3,920.10	192		\$ 4,204.80	\$ 167.00
\$ 124.00		\$ 5,431.20	170		\$ 7,446.00	\$ 140.00
\$ 85.00		\$ 3,723.00	119		\$ 5,212.20	\$ 125.09
\$ 198.00		\$ 4,336.20	235		\$ 5,146.50	n/a
\$ 325.00		\$ 85,410.00	356		\$ 93,556.80	n/a
\$ 117.00		\$ 30,747.60	112		\$ 29,433.60	n/a
\$ 292.00		\$ 6,394.80	338		\$ 7,402.20	n/a
\$ 66.00		\$ 1,445.40	95		\$ 2,080.50	n/a
\$ 43.00		\$ 941.70	58		\$ 1,270.20	n/a
\$ 34.00		\$ 2,978.40	51		\$ 4,467.60	n/a
\$ 25.00		\$ 2,190.00	43		\$ 3,766.80	n/a
\$ 175.00		\$ 15,330.00	400		\$ 35,040.00	\$ 175.00
\$ 135.00		\$ 2,956.50	250		\$ 5,475.00	\$ 135.00
\$ 550.00		\$ 12,045.00	685		\$ 15,001.50	\$ 550.00
\$ 800.00		\$ 35,040.00	2200		\$ 96,360.00	\$ 550.00
\$ 1,295.00		\$ 56,721.00	1550		\$ 67,890.00	\$ 1,295.00
\$ 1,000.00		\$ 21,900.00	1200		\$ 26,280.00	\$ 1,295.00
\$ 1.49		\$ 29,800.00	1.95		\$ 39,000.00	\$ 0.85
\$ 1.11		\$ 11,100.00	1.45		\$ 14,500.00	\$ 0.85
\$ 0.01		\$ 200.00	0.03		\$ 600.00	n/a
\$ 550.00		\$ 3,300.00	375		\$ 2,250.00	n/a
\$ 50.00		\$ 350.00	225		\$ 1,575.00	n/a
\$ 5.00		\$ 30.00	325		\$ 1,950.00	n/a
\$ 55.00		\$ 9,625.00	275		\$ 48,125.00	n/a
\$ 500.00		\$ 42,000.00	650		\$ 54,600.00	n/a
\$ 900.00		\$ 18,900.00	1850		\$ 38,850.00	n/a
\$ 1,150.00		\$ 8,050.00	1300		\$ 9,100.00	n/a
		\$ 439,744.30			\$ 645,484.00	
		\$ 781,313.50			\$ 1,139,704.00	

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

SOFTBALL COMPLEX

SCHEDULED DUTIES

Softball Fields –per Section 2.34

Task	Unit Quantity	Unit	Estimated No. of Months
Mowing	9.05	Acre	12
Infield Maintenance/Prep	150	Preps	12
Line Painting-Per Section 2.22.15c	150	Fields	12
Shrub/Groundcover - Per Section 2.23	7.4	Acres	12
Trees - Per Section 2.24	949	Trees	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	0.6	Acres	12
Irrigation - Per Section 2.26	192	Valves	12
Total Annual Cost for Softball Complex Scheduled Duties:			

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 337.00	\$ 3,049.85	\$ 36,598.20	375	\$ 3,393.75	\$ 40,725.00	\$ 413.00
\$ 30.00	\$ 4,500.00	\$ 54,000.00	22	\$ 3,300.00	\$ 39,600.00	n/a
\$ 1.00	\$ 150.00	\$ 1,800.00	35	\$ 5,250.00	\$ 63,000.00	n/a
\$ 222.00	\$ 1,642.80	\$ 19,713.60	175	\$ 1,295.00	\$ 15,540.00	\$ 255.00
\$ 0.50	\$ 474.50	\$ 5,694.00	5	\$ 4,745.00	\$ 56,940.00	\$ 3.25
\$ 525.00	\$ 315.00	\$ 3,780.00	40	\$ 24.00	\$ 288.00	\$ 340.00
\$ 7.35	\$ 1,411.20	\$ 16,934.40	31	\$ 5,952.00	\$ 71,424.00	\$ 30.00
		\$ 138,520.20			\$ 287,517.00	

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	18.1	Acre	
JTM Activator Fe/Mn @ 8 bags per acre	18.1	Acre	
JTM Activator Ca @ 8 bags per acre	18.1	Acre	
Best NitraKing @ 6 bags per acre	9.05	Acre	
Calcium Nitrate @ 6 bags per acre	18.1	Acre	
Best 19-6-12 w/ Polyon @ 6 bags per acre	9.05	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	108.6	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	108.6	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	9.05	Acre	
Best X-Cote 43-0-0 @ 2 bags per acre	9.05	Acre	
Best 21-0-0 @ 3 bags per acre	9.05	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	36.2	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	36.2	Acre	
Aerate with 5/8" Hollow tines	36.2	Acre	
Slice/Spiking Aeration	9.05	Acre	
Verti-Cut/Vacuum	9.05	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	18.1	Acre	
Topdress with #30 Washed Silica Sand @ ¼" per Application	18.1	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	9.05	Acre	
Sod with Overseeded Tifway II Thick Cut	10,000	Sq.Ft.	
Sod with Tifway II	5,000	Sq.Ft.	
Overseed with Blackjack Bermudagrass seed @ 3 lbs/ 1,000 s.f.	10,000	Sq.Ft.	
Remove/Install Pitchers Mound – per Section 2.35.2	6	Field	
Infield Lip Management – per Section 2.35.1	5	Field	
Move/Install Home Run Fencing – per Section 2.35.3	6	Field	
Gail Materials Stabilized Pro Gold Infield Mix	125	Tons	
Gail Playball Infield Conditioner – per Section 2.34.13	60	Tons	
Hilltopper	15	Tons	
Laser Grade Skinned Infield – per Section 2.34.15	5	Field	
Total Annual Cost for Softball Complex Seasonal Duties:			
Total Annual Cost for Softball Complex Maintenance:			C

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
368		\$ 6,660.80	416		\$ 7,529.60	\$ 415.00
400		\$ 7,240.00	305		\$ 5,520.50	\$ 320.00
179		\$ 3,239.90	192		\$ 3,475.20	\$ 167.00
124		\$ 1,122.20	170		\$ 1,538.50	\$ 140.00
85		\$ 1,538.50	119		\$ 2,153.90	\$ 125.09
198		\$ 1,791.90	235		\$ 2,126.75	n/a
325		\$ 35,295.00	356		\$ 38,661.60	n/a
117		\$ 12,706.20	112		\$ 12,163.20	n/a
\$ 292.00		\$ 2,642.60	338		\$ 3,058.90	n/a
\$ 66.00		\$ 597.30	95		\$ 859.75	n/a
\$ 43.00		\$ 389.15	58		\$ 524.90	n/a
\$ 34.00		\$ 1,230.80	51		\$ 1,846.20	n/a
\$ 25.00		\$ 905.00	43		\$ 1,556.60	n/a
\$ 175.00		\$ 6,335.00	225		\$ 8,145.00	\$ 175.00
\$ 135.00		\$ 1,221.75	250		\$ 2,262.50	\$ 135.00
\$ 550.00		\$ 4,977.50	685		\$ 6,199.25	\$ 550.00
\$ 800.00		\$ 14,480.00	2200		\$ 39,820.00	\$ 550.00
\$ 1,295.00		\$ 23,439.50	1550		\$ 28,055.00	\$ 1,295.00
\$ 1,000.00		\$ 9,050.00	1200		\$ 10,860.00	\$ 1,295.00
\$ 1.49		\$ 14,900.00	1.95		\$ 19,500.00	\$ 0.85
\$ 1.11		\$ 5,550.00	1.45		\$ 7,250.00	\$ 0.85
\$ 0.01		\$ 100.00	0.03		\$ 300.00	n/a
\$ 550.00		\$ 3,300.00	375		\$ 2,250.00	n/a
\$ 50.00		\$ 250.00	225		\$ 1,125.00	n/a
\$ 5.00		\$ 30.00	325		\$ 1,950.00	n/a
\$ 55.00		\$ 6,875.00	275		\$ 34,375.00	n/a
\$ 500.00		\$ 30,000.00	650		\$ 39,000.00	n/a
\$ 900.00		\$ 13,500.00	1850		\$ 27,750.00	n/a
\$ 1,150.00		\$ 5,750.00	1300		\$ 6,500.00	n/a
		\$ 215,118.10			\$ 316,357.35	
		\$ 353,638.30			\$ 603,874.35	

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

TENNIS COMPLEX

SCHEDULED DUTIES

Tennis Court Maintenance-Per Section 2.37

Task	Unit Quantity	Unit	Estimated No. of Months
Tennis Court Maintenance	25	Courts	12
- Per Section 2.37.4			
Shrub/Groundcover - Per Section 2.23	3	Acres	12
Trees - Per Section 2.24	160	Trees	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29 & 2.37	8	Acres	12
Irrigation - Per Section 2.26	92	Valves	12
Total Annual Cost for Tennis Complex Scheduled Duties:			

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 10.00	\$ 250.00	\$ 3,000.00	32	\$ 800.00	\$ 9,600.00	n/a
	\$ -	\$ -		\$ -	\$ -	
\$ 222.00	\$ 666.00	\$ 7,992.00	175	\$ 525.00	\$ 6,300.00	\$ 255.00
\$ 0.50	\$ 80.00	\$ 960.00	5	\$ 800.00	\$ 9,600.00	\$ 3.25
\$ 525.00	\$ 4,200.00	\$ 50,400.00	40	\$ 320.00	\$ 3,840.00	\$ 340.00
\$ 7.35	\$ 676.20	\$ 8,114.40	31	\$ 2,852.00	\$ 34,224.00	\$ 30.00
	\$ 70,466.40			\$ 63,564.00		

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit	Unit Quantity	
JTM Nutrients Complete @ 9 bags per acre	6	Acre	
JTM Activator Ca @ 8 bags per acre	6	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	36	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	3	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	12	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	12	Acre	

Total Annual Cost for Tennis Complex Seasonal Duties:

Total Annual Cost for Tennis Complex Maintenance:

D

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 2,208.00	416		\$ 2,496.00	\$ 415.00
\$ 179.00		\$ 1,074.00	192		\$ 1,152.00	\$ 167.00
\$ 325.00		\$ 11,700.00	356		\$ 12,816.00	n/a
\$ 292.00		\$ 876.00	338		\$ 1,014.00	n/a
\$ 34.00		\$ 408.00	51		\$ 612.00	n/a
\$ 25.00		\$ 300.00	43		\$ 516.00	n/a
	\$ 16,566.00			\$ 18,606.00		
	\$ 87,032.40			\$ 82,170.00		

VOLLEYBALL COMPLEX

SCHEDULED DUTIES

Sand Volleyball Court Maintenance

Task	Unit Quantity	Unit	Estimated No. of Months
Sand Volleyball	5	Courts	12
Maintenance – Per Section 2.37.2			
Turf Mowing/Edging-Per Section 2.21	0.5	Acres	12
Shrub/Groundcover - Per Section 2.23	2	Acres	12
Trees - Per Section 2.24	16	Trees	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29 & 2.37	1	Acres	12
Additional approved sand to maintain required level	5	Tons	
Irrigation - Per Section 2.26	24	Valves	12

Total Annual Cost for Volleyball Complex Scheduled Duties:

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 10.00	\$ 50.00	\$ 600.00	20	\$ 100.00	\$ 1,200.00	n/a
	\$ -	\$ -		\$ -	\$ -	
	\$ -	\$ -		\$ -	\$ -	
\$ 337.00	\$ 168.50	\$ 2,022.00	310	\$ 155.00	\$ 1,860.00	\$ 413.00
\$ 222.00	\$ 444.00	\$ 5,328.00	175	\$ 350.00	\$ 4,200.00	\$ 255.00
\$ 1.00	\$ 16.00	\$ 192.00	5	\$ 80.00	\$ 960.00	\$ 3.25
\$ 525.00	\$ 525.00	\$ 6,300.00	40	\$ 40.00	\$ 480.00	\$ 340.00
\$ 50.40	\$ 252.00	\$ 252.00	170	\$ 850.00	\$ 850.00	n/a
\$ 7.35	\$ 176.40	\$ 2,116.80	31	\$ 744.00	\$ 8,928.00	\$ 30.00
	\$ 16,810.80			\$ 18,478.00		

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	1	Acre	
JTM Activator Ca @ 8 bags per acre	1	Acre	
Best NitraKing @ 6 bags per acre	0.5	Acre	
Calcium Nitrate @ 6 bags per acre	1	Acre	
Best 19-6-12 w/ Polyon @ 6 bags per acre	0.5	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	6	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	6	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	0.5	Acre	
Best X-Cote 43-0-0 @ 2 bags per acre	0.5	Acre	
Best 21-0-0 @ 3 bags per acre	0.5	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	2	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	2	Acre	
Aerate with 5/8" Hollow tines	2	Acre	
Slice/Spiking Aeration	0.5	Acre	
Verti-Drain Aeration w/ hollow tine 5/8"	0.5	Acre	
Verti-Cut/Vacuum	0.5	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	1	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	1	Acre	
Total Annual Cost for Volleyball Complex Seasonal Duties:			
Total Annual Cost for Volleyball Complex Maintenance:			E

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 368.00	416		\$ 416.00	\$ 415.00
\$ 179.00		\$ 179.00	192		\$ 192.00	\$ 167.00
\$ 124.00		\$ 62.00	170		\$ 85.00	\$ 140.00
\$ 85.00		\$ 85.00	119		\$ 119.00	\$ 125.09
\$ 198.00		\$ 99.00	235		\$ 117.50	n/a
\$ 325.00		\$ 1,950.00	356		\$ 2,136.00	n/a
\$ 117.00		\$ 702.00	112		\$ 672.00	n/a
\$ 292.00		\$ 146.00	338		\$ 169.00	n/a
\$ 66.00		\$ 33.00	95		\$ 47.50	n/a
\$ 43.00		\$ 21.50	58		\$ 29.00	n/a
\$ 34.00		\$ 68.00	51		\$ 102.00	n/a
\$ 25.00		\$ 50.00	43		\$ 86.00	n/a
\$ 175.00		\$ 350.00	225		\$ 450.00	\$ 175.00
\$ 135.00		\$ 67.50	250		\$ 125.00	\$ 135.00
\$ 350.00		\$ 175.00	400		\$ 200.00	\$ 310.00
\$ 550.00		\$ 275.00	685		\$ 342.50	\$ 550.00
\$ 800.00		\$ 800.00	2200		\$ 2,200.00	\$ 550.00
\$ 1,000.00		\$ 1,000.00	1200		\$ 1,200.00	\$ 1,295.00
		\$ 6,431.00			\$ 8,688.50	
		\$ 23,241.80			\$ 27,166.50	

UPPER BOSQUE

SCHEDULED DUTIES

Upper Bosque Maintenance

Task	Unit Quantity	Unit	Estimated No. of Months
Turf Mowing/Edging-Per Section 2.21	0.1	Acres	12
Shrub/Groundcover - Per Section 2.23	17.4	Acres	12
Trees - Per Section 2.24.4	461	Trees	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	1.5	Acres	12
Irrigation - Per Section 2.26	127	Valves	12
Total Annual Cost for Upper Bosque Scheduled Duties:			

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 337.00	\$ 33.70	\$ 404.40	310	\$ 31.00	\$ 372.00	\$ 413.00
\$ 222.00	\$ 3,862.80	\$ 46,353.60	175	\$ 3,045.00	\$ 36,540.00	\$ 255.00
\$ 1.00	\$ 461.00	\$ 5,532.00	5	\$ 2,305.00	\$ 27,660.00	\$ 3.25
\$ 525.00	\$ 787.50	\$ 9,450.00	40	\$ 60.00	\$ 720.00	\$ 340.00
\$ 7.35	\$ 933.45	\$ 11,201.40	31	\$ 3,937.00	\$ 47,244.00	\$ 30.00
		\$ 72,941.40			\$ 112,536.00	

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	34.8	Acre	
JTM Activator Ca @ 8 bags per acre	34.8	Acre	
Best NitraKing @ 6 bags per acre	17.4	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	208.8	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	17.4	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	69.6	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	69.6	Acre	
Aerate with 5/8" Hollow tines	0.2	Acre	
Slice/Spiking Aeration	0.2	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	0.1	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	0.1	Acre	
Total Annual Cost for Upper Bosque Seasonal Duties:			
Total Annual Cost for Upper Bosque Maintenance:			F

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	
\$ 368.00		\$ 12,806.40	416		\$ 14,476.80	\$ 415.00
\$ 179.00		\$ 6,229.20	192		\$ 6,681.60	\$ 167.00
\$ 124.00		\$ 2,157.60	170		\$ 2,958.00	\$ 140.00
\$ 325.00		\$ 67,860.00	356		\$ 74,332.80	n/a
\$ 117.00		\$ 2,035.80	338		\$ 5,881.20	n/a
\$ 34.00		\$ 2,366.40	51		\$ 3,549.60	n/a
\$ 25.00		\$ 1,740.00	43		\$ 2,992.80	n/a
\$ 175.00		\$ 35.00	400		\$ 80.00	\$ 175.00
\$ 135.00		\$ 27.00	250		\$ 50.00	\$ 135.00
\$ 800.00		\$ 80.00	2200		\$ 220.00	\$ 550.00
\$ 1,000.00		\$ 100.00	1200		\$ 120.00	\$ 1,295.00
		\$ 95,437.40			\$ 111,342.80	
		\$ 168,378.80			\$ 223,878.80	

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

UPPER BEE CANYON

SCHEDULED DUTIES

Bee Canyon Maintenance

Task	Unit Quantity	Unit	Est. No. of Months
Shrub/Groundcover - Per Section 2.23	24.1	Acres	12
Trees - Per Section 2.24.4	567	Trees	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	12.1	Acres	12
Irrigation - Per Section 2.26	331	Valves	12
Total Annual Cost for Upper Bee Canyon Scheduled Duties:			

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 222.00	\$ 5,350.20	\$ 64,202.40	175	\$ 4,217.50	\$ 50,610.00	\$ 255.00
\$ 1.00	\$ 567.00	\$ 6,804.00	5	\$ 2,835.00	\$ 34,020.00	\$ 3.25
\$ 525.00	\$ 6,352.50	\$ 76,230.00	40	\$ 484.00	\$ 5,808.00	\$ 340.00
\$ 7.35	\$ 2,432.85	\$ 29,194.20	31	\$ 10,261.00	\$ 123,132.00	\$ 30.00
		\$ 176,430.60			\$ 213,570.00	

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	48.2	Acre	
JTM Activator Ca @ 8 bags per acre	48.2	Acre	
Best NitraKing @ 6 bags per acre	48.2	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	289.2	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	48.2	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	48.2	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	289.2	Acre	
Total Annual Cost for Upper Bee Canyon Seasonal Duties:			
Total Annual Cost for Upper Bee Canyon Maintenance:			G

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 17,737.60	416		\$ 20,051.20	\$ 415.00
\$ 179.00		\$ 8,627.80	192		\$ 9,254.40	\$ 167.00
\$ 124.00		\$ 5,976.80	170		\$ 8,194.00	\$ 140.00
\$ 325.00		\$ 93,990.00	356		\$ 102,955.20	n/a
\$ 292.00		\$ 14,074.40	338		\$ 16,291.60	n/a
\$ 34.00		\$ 1,638.80	51		\$ 2,458.20	n/a
\$ 25.00		\$ 7,230.00	43		\$ 12,435.60	n/a
		\$ 149,275.40			\$ 171,640.20	
		\$ 325,706.00			\$ 385,210.20	

STREETSCAPE

SCHEDULED DUTIES

Streetscape Maintenance

Task	Unit Quantity	Unit	Estimated No. of Months
Shrub/Groundcover - Per Section 2.23	8.16	Acres	12
Trees - Per Section 2.24.4	463	Trees	12
Irrigation - Per Section 2.26	116	Valves	12
Total Annual Cost for Streetscape Scheduled Duties:			

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 222.00	\$ 1,811.52	\$ 21,738.24	195	\$ 1,591.20	\$ 19,094.40	\$ 255.00
\$ 1.00	\$ 463.00	\$ 5,556.00	8	\$ 3,704.00	\$ 44,448.00	\$ 3.25
\$ 7.35	\$ 852.60	\$ 10,231.20	33	\$ 3,828.00	\$ 45,936.00	\$ 30.00
		\$ 37,525.44			\$ 109,478.40	

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	16.32	Acre	
JTM Activator Ca @ 8 bags per acre	16.32	Acre	
Best NitraKing @ 6 bags per acre	16.32	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	97.92	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	8.16	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	32.64	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	32.64	Acre	
Total Annual Cost for Streetscape Seasonal Duties:			
Total Annual Cost for Streetscape Maintenance:			H

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 6,005.76	416		\$ 6,789.12	\$ 415.00
\$ 179.00		\$ 2,921.28	192		\$ 3,133.44	\$ 167.00
\$ 124.00		\$ 2,023.68	170		\$ 2,774.40	\$ 140.00
\$ 325.00		\$ 31,824.00	356		\$ 34,859.52	n/a
\$ 292.00		\$ 2,382.72	338		\$ 2,758.08	n/a
\$ 34.00		\$ 1,109.76	51		\$ 1,664.64	n/a
\$ 25.00		\$ 816.00	43		\$ 1,403.52	n/a
		\$ 47,083.20			\$ 53,382.72	
		\$ 84,608.64			\$ 162,861.12	

SQUADRON LOT

SCHEDULED DUTIES

Squadron Lot Maintenance

Task	Unit Quantity	Unit	Estimated No. of Months
Shrub/Groundcover - Per Section 2.24	4.3	Acres	12
Trees - Per Section 2.25	510	Trees	12
Irrigation - Per Section 2.27	36	Valves	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.29 & 2.30	11.8	Acres	12

Total Annual Cost for Squadron Lot Scheduled Duties:

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	8.6	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	8.6	Acre	
Best 21-0-0 @ 3 bags per acre	8.6	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	4.3	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	4.3	Acre	

Total Annual Cost for Squadron Lot Seasonal Duties:

Total Annual Cost for Squadron Lot Maintenance:

I

PALM COURT COMPLEX

SCHEDULED DUTIES

Palm Court Complex Maintenance

Task	Unit Quantity	Unit	Estimated No. of Months
Turf Mowing/Edging-Per Section 2.21	1.1	Acres	12
Shrub/Groundcover - Per Section 2.23	0.3	Acres	12
Trees - Per Section 2.24.4	54	Palms	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	1.51	Acres	12
Irrigation - Per Section 2.26	14	Valves	12

Total Annual Cost for Palm Court Complex Scheduled Duties:

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 222.00	\$ 954.60	\$ 11,455.20	175	\$ 752.50	\$ 9,030.00	\$ 255.00
\$ 1.00	\$ 510.00	\$ 6,120.00	5	\$ 2,550.00	\$ 30,600.00	\$ 3.25
\$ 7.35	\$ 264.60	\$ 3,175.20	31	\$ 1,116.00	\$ 13,392.00	\$ 30.00
\$ 525.00	\$ 6,195.00	\$ 74,340.00	40	\$ 472.00	\$ 5,664.00	\$ 340.00
		\$ 95,090.40			\$ 58,686.00	
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 3,164.80	416		\$ 3,577.60	\$ 415.00
\$ 292.00		\$ 2,511.20	338		\$ 2,906.80	n/a
\$ 43.00		\$ 369.80	58		\$ 498.80	n/a
\$ 34.00		\$ 146.20	51		\$ 219.30	n/a
\$ 25.00		\$ 107.50	43		\$ 184.90	n/a
		\$ 6,299.50			\$ 7,387.40	
		\$ 101,389.90			\$ 66,073.40	
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 337.00	\$ 370.70	\$ 4,448.40	310	\$ 341.00	\$ 4,092.00	\$ 413.00
\$ 222.00	\$ 66.60	\$ 799.20	175	\$ 52.50	\$ 630.00	\$ 255.00
\$ 20.00	\$ 1,080.00	\$ 12,960.00	33	\$ 1,782.00	\$ 21,384.00	\$ 3.25
\$ 525.00	\$ 792.75	\$ 9,513.00	40	\$ 60.40	\$ 724.80	\$ 340.00
\$ 7.35	\$ 102.90	\$ 1,234.80	31	\$ 434.00	\$ 5,208.00	\$ 30.00
		\$ 28,955.40			\$ 32,038.80	

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	2.2	Acre	
JTM Activator Ca @ 8 bags per acre	2.2	Acre	
Best NitraKing @ 6 bags per acre	1.1	Acre	
Calcium Nitrate @ 6 bags per acre	2.2	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	12.1	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	12.1	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	1.1	Acre	
Best 21-0-0 @ 3 bags per acre	1.1	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	4.4	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	4.4	Acre	
Aerate with 5/8" Hollow tines	4.4	Acre	
Slice/Spiking Aeration	1.1	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	2.2	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	2.2	Acre	

Total Annual Cost for Palm Court Complex Seasonal Duties:

Total Annual Cost for Palm Court Complex Maintenance:

J

TERRACE COMPLEX

SCHEDULED DUTIES

Terrace Complex Maintenance

Task	Unit Quantity	Unit	Estimated No. of Months
Turf Mowing/Edging-Per Section 2.21	3.2	Acres	12
Shrub/Groundcover - Per Section 2.23	2.93	Acres	12
Trees - Per Section 2.24	77	Trees	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	1	Acres	12
Irrigation - Per Section 2.26	24	Valves	12

Total Annual Cost for Terrace Complex Scheduled Duties:

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	6.4	Acre	
JTM Activator Ca @ 8 bags per acre	6.4	Acre	
Best NitraKing @ 6 bags per acre	3.2	Acre	
Calcium Nitrate @ 6 bags per acre	6.4	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	38.4	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	38.4	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	3.2	Acre	
Best 21-0-0 @ 3 bags per acre	3.2	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	12.8	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	12.8	Acre	
Aerate with 5/8" Hollow tines	12.8	Acre	
Slice/Spiking Aeration	3.2	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	6.4	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	6.4	Acre	

Total Annual Cost for Terrace Complex Seasonal Duties:

Total Annual Cost for Terrace Complex Maintenance:

K

Merchants Landscape Services

Mariposa Landscapes Inc.

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 809.60	416		\$ 915.20	\$ 415.00
\$ 179.00		\$ 393.80	192		\$ 422.40	\$ 167.00
\$ 198.00		\$ 217.80	170		\$ 187.00	\$ 140.00
\$ 85.00		\$ 187.00	119		\$ 261.80	\$ 125.09
\$ 325.00		\$ 3,932.50	356		\$ 4,307.60	n/a
\$ 117.00		\$ 1,415.70	112		\$ 1,355.20	n/a
\$ 292.00		\$ 321.20	338		\$ 371.80	n/a
\$ 43.00		\$ 47.30	58		\$ 63.80	n/a
\$ 34.00		\$ 149.60	51		\$ 224.40	n/a
\$ 25.00		\$ 110.00	43		\$ 189.20	n/a
\$ 175.00		\$ 770.00	400		\$ 1,760.00	\$ 175.00
\$ 135.00		\$ 148.50	250		\$ 275.00	\$ 135.00
\$ 800.00		\$ 1,760.00	2200		\$ 4,840.00	\$ 550.00
\$ 1,000.00		\$ 2,200.00	1200		\$ 2,640.00	\$ 1,295.00

	\$ 12,463.00	\$ 17,813.40	
	\$ 41,418.40	\$ 49,852.20	

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 337.00	\$ 1,078.40	\$ 12,940.80	310	\$ 992.00	\$ 11,904.00	\$ 413.00
\$ 222.00	\$ 650.46	\$ 7,805.52	175	\$ 512.75	\$ 6,153.00	\$ 255.00
\$ 1.00	\$ 77.00	\$ 924.00	5	\$ 385.00	\$ 4,620.00	\$ 3.25
\$ 525.00	\$ 525.00	\$ 6,300.00	40	\$ 40.00	\$ 480.00	\$ 340.00
\$ 7.35	\$ 176.40	\$ 2,116.80	31	\$ 744.00	\$ 8,928.00	\$ 30.00

	\$ 30,087.12	\$ 32,085.00	
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Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 2,355.20	416		\$ 2,662.40	\$ 415.00
\$ 179.00		\$ 1,145.60	192		\$ 1,228.80	\$ 167.00
\$ 124.00		\$ 396.80	170		\$ 544.00	\$ 140.00
\$ 85.00		\$ 544.00	119		\$ 761.60	\$ 125.09
\$ 325.00		\$ 12,480.00	356		\$ 13,670.40	n/a
\$ 117.00		\$ 4,492.80	112		\$ 4,300.80	n/a
\$ 292.00		\$ 934.40	338		\$ 1,081.60	n/a
\$ 43.00		\$ 137.60	58		\$ 185.60	n/a
\$ 34.00		\$ 435.20	51		\$ 652.80	n/a
\$ 25.00		\$ 320.00	43		\$ 550.40	n/a
\$ 175.00		\$ 2,240.00	400		\$ 5,120.00	\$ 175.00
\$ 135.00		\$ 432.00	250		\$ 800.00	\$ 135.00
\$ 800.00		\$ 5,120.00	2200		\$ 14,080.00	\$ 550.00
\$ 1,000.00		\$ 6,400.00	1200		\$ 7,680.00	\$ 1,295.00

	\$ 37,433.60	\$ 53,318.40	
	\$ 67,520.72	\$ 85,403.40	

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

VISITORS CENTER COMPLEX

SCHEDULED DUTIES

Visitors Center Complex Maintenance

Task	Unit Quantity	Unit	Estimated No. of Months
Turf Mowing/Edging-Per Section 2.21	3.18	Acres	12
Shrub/Groundcover - Per Section 2.23	0.22	Acres	12
Trees - Per Section 2.24	40	Trees	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	0.5	Acres	12
Irrigation - Per Section 2.26	23	Valves	12

Total Annual Cost for Visitors Center Complex Scheduled Duties:

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	6.36	Acre	
JTM Activator Ca @ 8 bags per acre	6.36	Acre	
Best NitraKing @ 6 bags per acre	3.18	Acre	
Calcium Nitrate @ 6 bags per acre	6.36	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	38.16	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	38.16	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	3.18	Acre	
Best 21-0-0 @ 3 bags per acre	3.18	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	12.72	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	12.72	Acre	
Aerate with 5/8" Hollow tines	12.72	Acre	
Slice/Spiking Aeration	3.18	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	6.36	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	6.36	Acre	

Total Annual Cost for Visitors Center Complex Seasonal Duties:

Total Annual Cost for Visitors Center Complex Maintenance:

L

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 337.00	\$ 1,071.66	\$ 12,859.92	310	\$ 985.80	\$ 11,829.60	\$ 413.00
\$ 222.00	\$ 48.84	\$ 586.08	175	\$ 38.50	\$ 462.00	\$ 255.00
\$ 11.00	\$ 440.00	\$ 5,280.00	5	\$ 200.00	\$ 2,400.00	\$ 3.25
\$ 525.00	\$ 262.50	\$ 3,150.00	40	\$ 20.00	\$ 240.00	\$ 340.00
\$ 7.35	\$ 169.05	\$ 2,028.60	31	\$ 713.00	\$ 8,556.00	\$ 30.00
	\$ 23,904.60			\$ 23,487.60		
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 2,340.48	416		\$ 2,645.76	\$ 415.00
\$ 179.00		\$ 1,138.44	192		\$ 1,221.12	\$ 167.00
\$ 124.00		\$ 394.32	170		\$ 540.60	\$ 140.00
\$ 85.00		\$ 540.60	119		\$ 756.84	\$ 125.09
\$ 325.00		\$ 12,402.00	356		\$ 13,584.96	n/a
\$ 117.00		\$ 4,464.72	112		\$ 4,273.92	n/a
\$ 292.00		\$ 928.56	338		\$ 1,074.84	n/a
\$ 43.00		\$ 136.74	58		\$ 184.44	n/a
\$ 34.00		\$ 432.48	51		\$ 648.72	n/a
\$ 25.00		\$ 318.00	43		\$ 546.96	n/a
\$ 175.00		\$ 2,226.00	400		\$ 5,088.00	\$ 175.00
\$ 135.00		\$ 429.30	250		\$ 795.00	\$ 135.00
\$ 800.00		\$ 5,088.00	2200		\$ 13,992.00	\$ 550.00
\$ 1,000.00		\$ 6,360.00	1200		\$ 7,632.00	\$ 1,295.00
	\$ 37,199.64			\$ 52,985.16		
	\$ 61,104.24			\$ 76,472.76		

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

BALLOON COMPLEX

SCHEDULED DUTIES

Balloon Complex Maintenance

Task	Unit Quantity	Unit	Estimated No. of Months
Turf Mowing/Edging-Per Section 2.21	0.3	Acres	12
Shrub/Groundcover - Per Section 2.23	1.2	Acres	12
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	3.8	Acres	12
Irrigation - Per Section 2.26	10	Valves	12

Total Annual Cost for Balloon Complex Scheduled Duties:

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	0.6	Acre	
JTM Activator Ca @ 8 bags per acre	0.6	Acre	
Best NitraKing @ 6 bags per acre	0.3	Acre	
Calcium Nitrate @ 6 bags per acre	0.6	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	3.6	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	3.6	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	0.3	Acre	
Best 21-0-0 @ 3 bags per acre	0.3	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	1.2	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	1.2	Acre	
Aerate with 5/8" Hollow tines	0.3	Acre	
Slice/Spiking Aeration	0.3	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	0.6	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	0.6	Acre	

Total Annual Cost for Balloon Complex Seasonal Duties:

Total Annual Cost for Balloon Complex Maintenance:

M

WEED ABATEMENT AREAS

SCHEDULED DUTIES

Weed Abatement Areas-Per Section 2.31.1

Task	Unit Quantity	Unit	Estimated No. of Months
Vegetation Management	73	Acres	12

Total Annual Cost for Weed Abatement Area Maintenance:

N

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 337.00	\$ 101.10	\$ 1,213.20	310	\$ 93.00	\$ 1,116.00	\$ 413.00
\$ 222.00	\$ 266.40	\$ 3,196.80	175	\$ 210.00	\$ 2,520.00	\$ 255.00
\$ 525.00	\$ 1,995.00	\$ 23,940.00	40	\$ 152.00	\$ 1,824.00	\$ 340.00
\$ 7.35	\$ 73.50	\$ 882.00	31	\$ 310.00	\$ 3,720.00	\$ 30.00
	\$ 29,232.00			\$ 9,180.00		
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 220.80	416		\$ 249.60	\$ 415.00
\$ 179.00		\$ 107.40	192		\$ 115.20	\$ 167.00
\$ 124.00		\$ 37.20	170		\$ 51.00	\$ 140.00
\$ 85.00		\$ 51.00	119		\$ 71.40	\$ 125.09
\$ 325.00		\$ 1,170.00	356		\$ 1,281.60	n/a
\$ 117.00		\$ 421.20	112		\$ 403.20	n/a
\$ 292.00		\$ 87.60	338		\$ 101.40	n/a
\$ 43.00		\$ 12.90	58		\$ 17.40	n/a
\$ 34.00		\$ 40.80	51		\$ 61.20	n/a
\$ 25.00		\$ 30.00	43		\$ 51.60	n/a
\$ 175.00		\$ 52.50	400		\$ 120.00	\$ 175.00
\$ 135.00		\$ 40.50	250		\$ 75.00	\$ 135.00
\$ 800.00		\$ 480.00	2200		\$ 1,320.00	\$ 550.00
\$ 1,000.00		\$ 600.00	1200		\$ 720.00	\$ 1,295.00
	\$ 3,351.90			\$ 4,638.60		
	\$ 32,583.90			\$ 13,818.60		
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 9.00	657	\$ 7,884.00	180	\$ 13,140.00	\$ 157,680.00	\$ 250.00
	\$ 7,884.00			\$ 157,680.00		

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

SCHEDULED DUTIES

Retention Pond and Amenity Pond Maintenance

Task	Unit Quantity	Unit	Estimated No. of Months
Vegetation Management in Ponds 1,2,3 and 6 per Section 2.32.1	2.8	Acre	12
Amenity Pond Maintenance per Section 2.32.2 and 2.32.3	7,200	Sq.Ft.	12
Amenity Pond Maintenance AquaSphere 500K Gallon per Section 2.32.5	4	Spheres	12

Total Annual Cost for Retention Basin Scheduled Duties:

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Unit Quantity	Unit	Estimated No. of Months
Amenity Pond Draining and Cleaning per Section 2.32.4	28,956	Sq.Ft.	2

Total Annual Cost for Retention Basin Seasonal Duties:

Total Annual Cost for Retention Basin Maintenance:

0

Reimbursement for rotors per Section 2.26.2 (Western Sector Only)

Task	Unit	Avg. Annual Quantity	
Rain Bird 6504 stainless steel rotor	each	30	
Rain Bird 8005 stainless steel rotor	each	40	
Rain Bird 5006 stainless steel rotor	each	100	
Rain Bird 5012 stainless steel rotor	each	40	
Hunter MP Rotator	each	50	
Rainbird Rotary 17-24	each	75	
Mirage M-160	each	2	
Mirage M-180	each	2	

Total Estimated Annual Cost for Rotor Reimbursement:

Q

EXTRA WORK UNIT COST (WORK NOT GUARANTEED)

Task	Unit	Estimated Annual Quantity	
Fertilization			
Tree spikes	spike	6,000	
Topdressing, Tierra Verde Industries (TVI) 100	cu. yd.	200	
Decomposed Granite - Gail Materials Natricil Stabilized Gold	cu. yd.	100	
Shrub Reductions			
Cut and Haul	sq. ft.	5,000	
Removal of debris to dump			
Remove and dispose	cu. yd.	100	
Ground Covers			

Merchants Landscape Services

Mariposa Landscapes Inc.

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 100.00	280	\$ 3,360.00	225	\$ 630.00	\$ 7,560.00	n/a
\$ 0.10	720	\$ 8,640.00	1	\$ 7,200.00	\$ 86,400.00	n/a
\$ 81.00	324	\$ 3,888.00	85	\$ 340.00	\$ 4,080.00	n/a
		\$ 15,888.00			\$ 98,040.00	
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 0.14	4053.84	\$ 8,107.68	1.5	\$ 43,434.00	\$ 86,868.00	
		\$ 8,107.68			\$ 86,868.00	
		\$ 23,995.68			\$ 184,908.00	
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
70		\$ 2,100.00	115		\$ 3,450.00	n/a
50		\$ 2,000.00	130		\$ 5,200.00	\$ 46.00
22		\$ 2,200.00	58		\$ 5,800.00	\$ 20.00
23		\$ 920.00	72		\$ 2,880.00	\$ 22.00
5		\$ 250.00	7		\$ 350.00	\$ 5.50
4		\$ 300.00	6		\$ 450.00	\$ 3.25
2600		\$ 5,200.00	1250		\$ 2,500.00	n/a
2700		\$ 5,400.00	1250		\$ 2,500.00	n/a
		\$ 18,370.00			\$ 23,130.00	
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
1		\$ 6,000.00	3		\$ 18,000.00	\$ 2.00
30		\$ 6,000.00	58		\$ 11,600.00	\$ 30.00
65		\$ 6,500.00	68		\$ 6,800.00	n/a
		\$ -			\$ -	
0.03		\$ 150.00	1		\$ 5,000.00	\$ 0.03
		\$ -			\$ -	
10		\$ 1,000.00	28		\$ 2,800.00	\$ 15.00

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Task	Unit	Estimated Annual Quantity	
Mow/trim/thin/remove & dispose of debris	acre	10	
Employee Labor Rates			
Laborer	hour	480	
Irrigator Technician	hour	200	
Inclement Weather Crew	hour	200	
Spray Technician	hour	80	
Water truck (water provided onsite from fire hydrant)	hour	150	
Dumpster – 20 yard (trash or green waste - includes dump fees – does not include labor to fill)	each	20	
Dumpster – 40 yard (trash or green waste - includes dump fees – does not include labor to fill)	each	20	
Plant Material			
1-gallon common shrub	shrub	1000	
1-gallon native grass	shrub	1000	
1-gallon "California Friendly" shrub	shrub	1,000	
2-gallon carpet rose	shrub	250	
5-gallon common shrub	shrub	250	
5-gallon native grass	shrub	250	
5-gallon "California Friendly" shrub	shrub	250	
15-gallon common shrub	shrub	100	
15-gallon native grass	shrub	100	
15-gallon "California Friendly" shrub	shrub	100	
15-gallon tree with all hardware, 2 hand waterings per week for 3 weeks and a 6 month warranty	tree	25	
24" box tree with all hardware, 2 hand waterings per week for 3 weeks and 6 month warranty	tree	25	
36" box tree with all hardware, 2 hand waterings per week for 3 weeks and 6 month warranty	tree	5	
Plant 15-gallon or 24" box tree, include all hardware, 2 hand waterings per week for 3 weeks and a 6 month warranty (tree provided by others and Contractor provides hardware and labor only)	tree	10	
Plant 36" box tree, include all hardware, 2 hand waterings per week for 3 weeks and a 6 month warranty (tree provided by others and Contractor provides hardware and labor only)	tree	10	
64 count flat ground cover	flats	100	
16 count flat color	flats	25	
UC Verde® Buffalograss	flats	50	
Kikuyu grass Sod	sq. ft.	10,000	
Tifway II Sod	sq. ft.	100,000	
Add a tree bubbler for newly planted trees	tree bubbler	60	
Root pruning to below grade and backfill with topsoil	linear feet	200	
Mulch, Tierre Verde Industries, TVI Forest Blend	cu. yd.	1,000	
Straw-Filled Wattles/Fiber Roll 8" x 25' (includes staking per manufacturer recommendations, includes labor to install)	linear feet	5,000	
Sand Bags (filled w/ approx. 30 lbs of 5/16" fine gravel, includes labor to install/place in field)	each	5,000	

Merchants Landscape Services			Mariposa Landscapes Inc.			
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
150		\$ 1,500.00	550		\$ 5,500.00	\$ 425.00
		\$ -			\$ -	
27		\$ 12,960.00	28		\$ 13,440.00	\$ 25.00
40		\$ 8,000.00	42		\$ 8,400.00	\$ 35.00
50		\$ 10,000.00	91		\$ 18,200.00	\$ 100.00
40		\$ 3,200.00	36		\$ 2,880.00	\$ 38.00
30		\$ 4,500.00	47		\$ 7,050.00	\$ 50.00
100		\$ 2,000.00	375		\$ 7,500.00	\$ 250.00
200		\$ 4,000.00	650		\$ 13,000.00	\$ 500.00
		\$ -			\$ -	
9		\$ 9,000.00	8		\$ 8,000.00	\$ 7.00
11		\$ 11,000.00	10		\$ 10,000.00	\$ 9.00
11		\$ 11,000.00	10		\$ 10,000.00	\$ 9.00
18		\$ 4,500.00	15		\$ 3,750.00	\$ 13.00
18		\$ 4,500.00	28		\$ 7,000.00	\$ 15.00
22		\$ 5,500.00	22		\$ 5,500.00	\$ 20.00
22		\$ 5,500.00	22		\$ 5,500.00	\$ 20.00
55		\$ 5,500.00	90		\$ 9,000.00	\$ 50.00
55		\$ 5,500.00	100		\$ 10,000.00	\$ 60.00
55		\$ 5,500.00	100		\$ 10,000.00	\$ 60.00
110		\$ 2,750.00	175		\$ 4,375.00	\$ 95.00
310		\$ 7,750.00	395		\$ 9,875.00	\$ 275.00
850		\$ 4,250.00	590		\$ 2,950.00	\$ 750.00
50		\$ 500.00	125		\$ 1,250.00	\$ 75.00
150		\$ 1,500.00	225		\$ 2,250.00	\$ 250.00
12		\$ 1,200.00	20		\$ 2,000.00	\$ 18.00
10		\$ 250.00	28		\$ 700.00	\$ 12.00
25		\$ 1,250.00	32		\$ 1,600.00	\$ 25.00
1.4		\$ 14,000.00	1.95		\$ 19,500.00	n/a
1.11		\$ 111,000.00	1.45		\$ 145,000.00	\$ 0.85
5		\$ 300.00	75		\$ 4,500.00	\$ 15.00
0.1		\$ 20.00	7.5		\$ 1,500.00	\$ 5.00
22		\$ 22,000.00	45		\$ 45,000.00	\$ 20.00
1.1		\$ 5,500.00	1.75		\$ 8,750.00	\$ 1.50
4		\$ 20,000.00	5		\$ 25,000.00	\$ 4.00

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Task	Unit	Estimated Annual Quantity	
Trees - Remove, dispose and stump grind various specie trees			
1" – 6" DBH	each	10	
6" – 12" DBH	each	10	
12" – 30" DBH	each	10	
30" + DBH	each	5	
Trees - Remove and dispose of boxed trees			
24" box	each	5	
36" box	each	5	
48" box	each	10	
Rebox trees (discard existing box and hardware, transfer to new box, add backfill mix amendments as needed, install new hardware if needed)			
24" box	each	5	
36" box	each	5	
48" box	each	10	
Rebox trees (discard existing box and hardware, transfer to new box, add backfill mix amendments as needed, install new hardware if needed)			
Palm Trees	each	10	
Elm Trees	each	10	
All other trees (1" – 12" DBH)	each	25	
All other trees (12 ¼" – 36")	each	50	
All other trees (36"+)	each	50	
Flail Mowing			
Flail mow undeveloped areas	acre	250	
Irrigation Unit Costs			
Rainbird PEBS-R control valve remove, replace, or add new:			
1"	valve	10	
1-1/4"	valve	10	
1-1/2"	valve	10	
2-1/2"	valve	10	
Replace valve box, standard square 11"x17"-stamped with valve #	valve	10	
Replace valve box, 9" round	valve	10	
Install Netafin and necessary parts on grade per manufacturers recommendations	linear feet	1,000	
Trench install/backfill, UF14 gauge wire @ x/- 12" depth	linear feet	2,000	
Irrigation Pipe, Sch. 40 - Install at industry standard depths			
3/4" – 1 ½" diameter	linear feet	1,000	
2" – 3" diameter	linear feet	1,000	
4" diameter	linear feet	1,000	
Total Estimated Annual Cost for Extra Work:		R	

Merchants Landscape Services			Mariposa Landscapes Inc.			
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
30		\$ 300.00	75		\$ 750.00	\$ 30.00
50		\$ 500.00	225		\$ 2,250.00	\$ 100.00
450		\$ 4,500.00	675		\$ 6,750.00	\$ 450.00
600		\$ 3,000.00	1450		\$ 7,250.00	\$ 600.00
		\$ -	75		\$ -	
25		\$ 125.00	75		\$ 375.00	\$ 25.00
75		\$ 375.00	100		\$ 500.00	\$ 75.00
100		\$ 1,000.00	150		\$ 1,500.00	\$ 100.00
		\$ -			\$ -	
		\$ -			\$ -	
150		\$ 750.00	125		\$ 625.00	\$ 90.00
360		\$ 1,800.00	200		\$ 1,000.00	\$ 150.00
650		\$ 6,500.00	300		\$ 3,000.00	\$ 200.00
		\$ -			\$ -	
		\$ -			\$ -	
75		\$ 750.00	400		\$ 4,000.00	\$ 65.00
100		\$ 1,000.00	400		\$ 4,000.00	\$ 125.00
27		\$ 675.00	75		\$ 1,875.00	\$ 20.00
65		\$ 3,250.00	250		\$ 12,500.00	\$ 100.00
100		\$ 5,000.00	475		\$ 23,750.00	\$ 150.00
		\$ -			\$ -	
75		\$ 18,750.00	375		\$ 93,750.00	\$ 250.00
		\$ -			\$ -	
		\$ -			\$ -	
92		\$ 920.00	140		\$ 1,400.00	n/a
1		\$ 10.00	185		\$ 1,850.00	n/a
103		\$ 1,030.00	215		\$ 2,150.00	n/a
1		\$ 10.00	235		\$ 2,350.00	n/a
25		\$ 250.00	95		\$ 950.00	\$ 25.00
15		\$ 150.00	45		\$ 450.00	\$ 15.00
0.3		\$ 300.00	1		\$ 1,000.00	
3		\$ 6,000.00	3.5		\$ 7,000.00	\$ 3.00
		\$ -			\$ -	
		\$ -			\$ -	
2.5		\$ 2,500.00	2.75		\$ 2,750.00	\$ 2.50
6		\$ 6,000.00	6.5		\$ 6,500.00	\$ 6.00
15		\$ 15,000.00	16		\$ 16,000.00	\$ 15.00
		\$ 406,025.00			\$ 679,445.00	

Summary of Bids

Bid No. 17-1150 Maintenance of Landscape and Associated Facilities at the Orange County Great Park in the City of Irvine

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

BID SUMMARY

AREA										
Soccer Complex				A			\$ 1,814,222.92			\$ 2,370,786.03
Baseball Complex				B			\$ 781,313.50			\$ 1,139,704.00
Softball Complex				C			\$ 353,638.30			\$ 603,874.35
Tennis Complex				D			\$ 87,032.40			\$ 82,170.00
Volleyball Complex				E			\$ 23,241.80			\$ 27,166.50
Upper Bosque				F			\$ 168,378.80			\$ 223,878.80
Upper Bee Canyon				G			\$ 325,706.00			\$ 385,210.20
Streetscape				H			\$ 84,608.64			\$ 162,861.12
Squadron Lot				I			\$ 101,389.90			\$ 66,073.40
Palm Court Complex				J			\$ 41,418.40			\$ 49,852.20
Terrace Complex				K			\$ 67,520.72			\$ 85,403.40
Visitors Center Complex				L			\$ 61,104.24			\$ 76,472.76
Balloon Complex				M			\$ 32,583.90			\$ 13,818.60
Weed Abatement Areas				N			\$ 7,884.00			\$ 157,680.00
Amenity Ponds and Retention Basins				O			\$ 23,995.68			\$ 184,908.00
Grand Total for Annual Maintenance:		P	Sum A through O				\$ 3,974,039.20			\$ 5,629,859.36
Total Estimated Annual Cost for Rotor Reimbursement:		Q					\$ 18,370.00			\$ 23,130.00
Total Estimated Annual Cost for Extra Work:		R					\$ 406,025.00			\$ 679,445.00
GRAND TOTAL BID PRICE PER YEAR:			Sum P + Q + R				\$ 4,398,434.20			\$ 6,332,434.36

AGREEMENT FOR TRADES-RELATED SERVICES

THIS AGREEMENT FOR TRADES-RELATED SERVICES (the "Agreement") is made and entered into as of January , 2017 by and between the CITY OF IRVINE, a municipal corporation ("City"), and MERCHANTS LANDSCAPE SERVICES, INC., a California corporation ("Contractor").

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, SCOPE OF SERVICES, included herein.

B. Description of Services to be Provided (hereinafter referred to as the "Services" or the "Work"): Maintenance of landscape and associated facilities at the Orange County Great Park in accordance with PART IV, SCOPE OF SERVICES, included herein (reference Bid No. 17-1150).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on April 1, 2017 ("Commencement Date") and shall continue through March 31, 2022.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Todd Coward, email: tcoward@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Edgar Valdovinos, email: edgar@merchantslandscape.com

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in PART II ("GENERAL PROVISIONS"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

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

- | | | |
|------|-----------|--------------------|
| F.1. | PART I: | FUNDAMENTAL TERMS |
| F.2. | PART II: | GENERAL PROVISIONS |
| F.3. | PART III: | SPECIAL PROVISIONS |
| F.4. | PART IV: | SCOPE OF SERVICES |
| F.5. | PART V: | BUDGET |

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

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

CITY OF IRVINE

By: _____
Donald P. Wagner
Its: Mayor _____

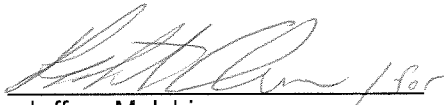
By: _____
Sean Joyce
Its: City Manager _____

By: _____
Manuel Gomez
Its: Director of Public Works _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Jeffrey Melching

MERCHANTS LANDSCAPE SERVICES, INC.

By: _____
Its: _____

By: _____
Its: _____

Contractor Information

Address for Notices and Payments:

1510 S. Lyon Street
Santa Ana, CA 92705

Attn: Edgar Valdovinos

Telephone: (800) 645-4881

Email:

edgar@merchantslandscape.com

PART II GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of PART I ("FUNDAMENTAL TERMS") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder,

Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth

above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be

suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10163-4668

E. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

F. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

G. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

H. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall immediately report all claims to its insurance carrier and acknowledge receipt within thirty (30) days.

No officer, employee, or agent of the City, City Representative, the Engineer, or their consultants shall be personally responsible for any liability arising under or by virtue of the Agreement.

To the maximum extent permitted by law, Contractor shall hold harmless, indemnify, and defend the City, City Representatives and each of their officers, employees, and agents from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or

"liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the active negligence or willful misconduct of City or City Personnel. In connection therewith:

- (a) Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- (b) Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.
- (c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees. So much of the money due to the Contractor under and by virtue of the Agreement as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with

Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all

services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the

judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

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

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

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

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and

Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine
	One Civic Center Plaza (92606) (Hand Deliveries)
	P. O. Box 19575
	Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on PART I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

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

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

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in PART III of this Agreement ("SPECIAL PROVISIONS").

4.7 Precedence. In the event of any discrepancy between PART I ("FUNDAMENTAL TERMS"), PART II ("GENERAL PROVISIONS"), PART III ("SPECIAL PROVISIONS"), PART IV ("SCOPE OF SERVICES"), and/or PART V ("BUDGET") of this Agreement, the order of precedence shall be as follows.

PART III
PART II
PART IV
PART V
PART I

PART III SPECIAL PROVISIONS

Following are additions to or modifications of PART II, GENERAL PROVISIONS:

1. Contractor shall possess and maintain during the entire duration of this Agreement a valid California Contractors State License Class C-27.
2. The Work shall be performed in accordance with the Standard Specifications for Public Works Construction (current edition), City of Irvine Standards and Design Manual, the California Public Contracts Laws and the attached specifications.
3. The City has the option at any time to purchase supplies from another source without affecting other terms of this Agreement.
4. Prior to the issuance of a Purchase Order authorizing the Work to be performed hereunder, Contractor shall possess a current City of Irvine Business Permit which shall be maintained throughout the term of this Agreement.
5. Contractor agrees that its employees shall not permit access into any City-owned building by any unauthorized persons.
6. Contractor agrees to conform to all applicable Federal and State Occupational Safety and Health Act standards in the performance of this Agreement.
7. Whenever a question as to the meaning of any portion of the specifications is in dispute, or where there may be more than one interpretation given to any portion of the specifications, the interpretation by the City will prevail.
8. **Prevailing Rates of Wages. Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of "public works" is found at Labor Code Section 1720, et seq.**

The CITY is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein, and will be complied with by CONTRACTOR. CONTRACTOR shall abide by all applicable Sections of the California Labor Codes including Sections 1770 -1781, *et seq.* In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <http://www.dir.ca.gov/dirdatabases.html>. The CONTRACTOR, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The City of Irvine reminds all contractors and subcontractors of the adoption of **SB 854**, and encourages them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. All contractors and subcontractors who plan to bid on a public works project (including maintenance work) with a value exceeding \$1,000.00 must first be registered and pay an annual fee with the DIR. Effective March 1, 2015, the City will require all contractors and subcontractors to be registered with the DIR prior to submitting a bid on any public works project. Subject to the exceptions set forth in Labor Code Section 1725.5, bids from contractors that are not currently registered will be deemed nonresponsive. Further, effective April 1, 2015, the City will not award a

contract to and no contractor or subcontractor will be allowed to work on a City public works project unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Bonding Requirements. Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, a Performance Bond in an amount of not less than one hundred percent (100%) of the annual value of this Agreement; and a Payment Bond in an amount of not less than one hundred percent (100%) of the annual value of this Agreement, in the form provided by the City. These bonds shall be procured only from sureties admitted to provide coverage in the State of California. Only bonds issued by companies admitted to do business in the State of California will be accepted in accordance with the Code of Civil Procedure Section 995.311. In lieu of these bonds, Contractor may provide to City an irrevocable letter of credit (ILOC) in an amount not less than 25% of the annual value of the contract. The City reserves the right to approve any submitted ILOC.

Liquidated Damages. Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with the "Delays and Extension of Time" section herein, the Contractor shall pay to the City, or have withheld from monies due it, the sum of \$300.

Execution of the Agreement shall constitute agreement by the City and Contractor that \$300 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

Delays and Extensions of Time.

General. If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in the "Payment of Delays" section. Such unforeseen event may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor or equipment, required Extra Work, or other specific events as may be further described herein.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the City Representative documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned

above, the City Representative may deem an extension of time to be in the best interests of the City. The Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in the "Payment of Delays" section.

Extensions of Time. Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for non-controlling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

Payment of Delays. Pursuant to Section 7102 of the Public Contract Code, the Contractor will be compensated for damages incurred due to delays for which the City is responsible. Such actual costs will be determined by the City Representative. The City will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the City Representative.

Written Notice and Report. If the Contractor desires payment for a delay as specified in the "Payment of Delays" section or an extension of time, it shall file with the City Representative a written request and report of cause within 30 days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the City to consider such request.

PART IV

SCOPE OF SERVICES

Contractor shall provide all labor, supervision, equipment, materials and supplies needed to maintenance of landscape and related facilities at the Orange County Great Park. The Work shall be performed in accordance with the Standard Specifications for Public Works Construction (current edition), City of Irvine Standards and Design Manual, the California Public Contracts Laws and the attached specifications (ATTACHMENT I).

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT II

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$4,398,434.20 annually**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement. **Dependent upon the amount of work required, the City may authorize work up to the budgeted amount, which will be adjusted on a fiscal year basis as funding becomes available.**

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire five (5) year Agreement term.

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☐ **I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐ I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	

PERFORMANCE BOND

Maintenance of Landscape and Associated Facilities at the Orange County Great Park

KNOW ALL MEN BY THESE PRESENTS that we _____, as Principal, and _____ as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in the sum of Four Million Three Hundred Ninety-Eight Thousand Four Hundred Thirty-Four Dollars and Twenty Cents (\$4,398,434.20) (this amount being not less than one hundred percent (100%) of the total annual bid price of the contract awarded by the owner to the principal), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original terms thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void otherwise this obligation shall remain in full force and effect.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modifications of the Contract Documents and/or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, and all to be taxed as costs and included in any judgment rendered by a court of law.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this ____ day of _____, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____
(Address) _____

(By) _____
(Title) _____

ATTEST:

(Surety) _____
(Address) _____

(By) _____
(Title) _____

PAYMENT BOND

Maintenance of Landscape and Associated Facilities at the Orange County Great Park

KNOW ALL MEN BY THESE PRESENTS that we _____, as Principal, and _____ as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in the sum of Four Million Three Hundred Ninety-Eight Thousand Four Hundred Thirty-Four Dollars and Twenty Cents (\$4,398,434.20) (this amount being not less than one hundred percent (100%) of the total annual bid price of the contract awarded by the owner to the principal), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

The condition of this obligation is such that, if said Principal or his subcontractors, or heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any of the persons named in the Civil Code § 9100 for any material used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any amount due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or any amount required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors with respect to such work and labor, then said Surety will pay and, also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of all persons named in the aforesaid Civil Code § 9100 to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____
(Address) _____

(By) _____
(Title) _____

ATTEST:

(Surety) _____
(Address) _____

(By) _____
(Title) _____

2. Scope of Work/Technical Specifications

2.1 DESIGNATED TRUCK ROUTES – ORD. NO. 92-09

Available on the City's website at the following link:

<http://legacy.cityofirvine.org/civica/filebank/blobdload.asp?BlobID=10984>

2.2 LOCATION

The area is bounded by:

- a. Marine Way on the south
- b. Ridge Valley on the west
- c. Irvine Boulevard on the north
- d. Alton Parkway on the west

2.3 SCHEDULES

- 2.3.1 All duties and tasks must be performed by the Contractor at agreed upon schedules or liquidated damages will be imposed per Section 2.9.
- 2.3.2 Contractor shall provide the City Representative with the appropriate work schedule prior to starting work.
- 2.3.3 Failure of the Contractor to notify the City of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that occurrence.
- 2.3.4 Contractor shall adjust the working schedule as necessary for all holidays.

2.4 PERFORMANCE DURING INCLEMENT WEATHER AND SANTA ANA WINDS

- 2.4.1 Contractor shall adjust their work force by providing materials, labor and all items necessary in order to accomplish those activities that are not affected by weather during the periods when inclement weather hinders normal operations.
- 2.4.2 Contractor shall not remove his work force from the job site without prior authorization from the City Representative. Contractor shall maintain an inclement weather crew by providing materials (fully stocked truck to accommodate 3 persons), labor (1 operator and 2 laborers) and all items necessary on site at the City Representative's discretion for work outside of the normal working hours. Dump fees shall be included in the cost of this work. This crew shall be paid as extra work unit cost.
- 2.4.3 Contractor shall re-stake, tie, and/or re-tie trees as needed.
- 2.4.4 Contractor shall remove branches and debris resulting from inclement weather and Santa Ana Winds immediately.

2.4.5 Contractor shall check and clean all areas and hardscape drains, catch basins and storm drains.

2.4.6 Contractor shall remove all standing rainwater from the sand lots immediately following rainstorms.

2.5 DAMAGE REPAIR

2.5.1 All damage incurred by the Contractor's operations shall be repaired or replaced in kind and size at the Contractor's expense.

2.5.2 All landscape repairs shall comply with the current City Landscape Manual and Standard Plans, which are located on the City website at <http://www.cityofirvine.org/search/gss/landscape%20manual%20and%20standard%20plans>.

2.5.3 Irrigation repairs shall be completed within twenty-four (24) hours of detection using approved materials.

2.5.4 Non-irrigation repairs shall be completed within seven (7) working days of detection, and shall be repaired using only pre-approved materials.

2.5.5 Contractor shall be responsible for all repair-related maintenance such as, but not limited to, watering and fertilizing of replaced plant materials until accepted by the City Representative.

2.6 MEETINGS/INSPECTION

2.6.1 Contractor's Representative shall meet weekly with the City Representative to review the Contractor's schedules and performance, resolve problems and perform field inspections, as required. At the request of the City Representative, the owner or other senior contractor representative(s) shall be available to attend these meetings.

2.6.2 City irrigation inspections shall occur within one (1) working day of notification of services and completion of the repair by the Contractor. If such inspections find deficient performance or service failure, the liquidated damage clauses of this contract will be enacted. The City Representative shall inspect all main line repairs prior to backfilling.

2.7 EXTRA WORK

- 2.7.1 Extra work shall be performed by the Contractor or by competitive bid option at the discretion of the City.
- 2.7.2 Extra work outside the performance requirements such as, but not limited to, shrub and tree planting, renovating, irrigation installation, rental of multi-purpose water truck, and hardscape work may be required. This work shall be completed per the timeframe specified.
- 2.7.3 Costs for extra work shall be based on “per unit” costs agreed to in this contract.
- 2.7.4 Only those extra work items authorized via a proposal from the Contractor and signed by the City Representative shall be paid.
- 2.7.5 Extra work shall not be performed by the Contractor’s regular mow, detail or irrigation service personnel and shall be performed during regular working hours unless authorized by the City Representative.

2.8 RECORDS / REPORTS

- 2.8.1 Contractor shall prepare and submit a monthly project report for the previous month end to the City Representative in electronic format by the first work day of each month.
- 2.8.2 The report shall indicate the overall condition of the maintained areas and list specifically any unusual areas, problem areas, or situations. The report shall also include action to be taken by Contractor to rectify said situations and indicate the anticipated time frame for compliance.

The monthly report shall include, at minimum, the following:

- a. Summary of overall condition of maintained areas
- b. Summary of inspections
- c. Summary of problem areas and situations
- d. Schedules
- e. Inventories
- f. Irrigation System Services (compilation of all Irrigation Tracking Sheets, see section 2.8.3, for previous months end)
- g. Work Orders
- h. Maintenance/Repair Work Order Requests
- i. Green Waste Report (see section 2.8.4)
- j. Trash Waste Report (see section 2.8.5)
- k. Integrated Pest Management Report (see section 2.8.6)

2.8.3 Irrigation Tracking Sheet: To be filled out at the time of scheduled testing/repairing, and turned in daily as directed by the City Representative.

2.8.4 Green Waste Report: The information required is:

- a. The area the green waste was taken from.
- b. The weight of the green waste.
- c. The company that is doing the recycling.
- d. Amount of green waste reused at the Orange County Great Park.
- e. Amount of green waste reused outside of the Orange County Great Park.
- f. Name of company, address and date.

2.8.5 Trash Waste Report

Quantity (in pounds) of trash removed from the Orange County Great Park. The contractor shall also provide a summarized annual report due July 1 of each year

2.8.6 Contractor shall provide a monthly summary of chemicals and fertilizer applied at the Orange County Great Park as well as submit a summarized annual report due July 1 of each year.

2.8.7 Failure to Comply

Contractor shall be charged liquidated damages for each work day delay in submitting a required report in accordance with the Liquidated Damages Section.

2.9 LIQUIDATED DAMAGES

2.9.1 Schedule Failure

2.9.1a Five hundred dollars (\$500.00) shall be deducted from the Contractor's monthly payment for each schedule failure. These deductions may be assessed on a per occurrence, per acre or per valve basis, at the discretion of the City Representative and shall be deducted from amounts due on a monthly basis.

2.9.2 Performance Failures

2.9.2a Three hundred dollars (\$300.00) shall be deducted from the Contractor's monthly payment for each non-credentialed irrigation technician, non-compliance with the Leaf Blower Ordinance.

A maintenance task not performed to an acceptable standard as determined by the specifications and the City Representative may be assessed a deduction of three hundred dollars (\$300.00) on a per occurrence, per acre or per valve basis, at the discretion of the City Representative and shall be deducted from the monthly invoice.

Failure to meet the Minimum Staffing Requirement will be assessed a deduction of three hundred dollars (\$300.00) per missing employee per day.

2.9.2b Continued failure of the contractor to provide acceptable services shall give the City the right to deliver the services by other means for said deficiencies and back charge the incumbent Contractor for the incurred costs including administrative costs associated with having the work completed by other means.

2.9.2c Failure on the part of the contractor to adhere to Section 2.17 shall incur a one thousand dollar (\$1,000.00) deduction per infraction.

2.9.2d Contractor shall be notified in writing each time Contractor's performance is unsatisfactory and corrective action is necessary.

2.10 SUPERVISION

2.10.1 Contractor shall provide a Contract Representative who can communicate effectively in written and oral English and who shall be present at all times during contract operations as described in this contract. Contract Representative/Supervisor shall be dedicated solely to this contract and shall not work on any other contract. Contract Representative/Supervisor shall not be a "working supervisor" and shall not be working on the crews. Any order or communication given to the Contractor's Representative shall be deemed as delivered to the Contractor.

2.10.2 If the City Representative determines that the Contractor's Contract Representative/Supervisor is working on other contracts or projects outside of this contract, the City may implement performance deductions in accordance with Section 2.10.

2.11 COMMUNICATION/EMERGENCY RESPONSE

- 2.11.1 The Contractor's Representative shall be accessible for cell phone and e-mail communication during normal work hours. Contractor shall have the ability to contact field crews within thirty (30) minutes of notification by the City Representative during normal working hours.
- 2.11.2 Contractor shall be available twenty-four (24) hours per day, seven (7) days per week to respond to all emergencies within two (2) hours of notification or "attempted notification." If Contractor cannot be notified or does not respond in a timely manner the City will respond, and all costs shall be charged to the Contractor.
- 2.11.3 The Contractor's Representative shall have a cellular telephone capable of sending and receiving e-mails. The phone number and an e-mail address for the Contractor's Representative shall be given to the City Representative. The Contractor shall notify the City Representative of any changes with contact information immediately.

2.12 WORKING HOURS & STORAGE/LAYDOWN AREA

- 2.12.1 Work days for scheduled contract duties are Monday through Friday. Work days for park patrolling and litter pick-up are Monday through Sunday, including Holidays. Contractor shall be responsible for overtime and other related City costs for work performed at the Contractor's discretion on weekends and holidays that may require verification and inspection by a City Representative.
- 2.12.2 Weekday working hours shall be no earlier than 6:00 a.m. and no later than 4:00 p.m. Pesticide applications and emergencies are exceptions.
- 2.12.3 Permission To Use Orange County Great Park Maintenance Facility: Contractor **may be** permitted, but no guarantees are implied, to use the onsite maintenance facility, and/or a designated outside storage area approved by the City ("Premise") for the sole purpose of storing materials and equipment related to providing landscape maintenance services at the Great Park. The permitted use will be under the following terms and conditions:
- a. City can terminate for any or no reason upon providing the Contractor with a written notice to vacate the premises.
 - b. At the expiration or termination of this Contract, Contractor shall surrender the Premises to City in good order, condition and repair, and shall remove all of Contractor's personal property from the Premises. Any improvements constructed or placed upon the Premises by Contractor, other than Contractor's personal property, shall be the property of City and shall remain on the Premises at the end of the Term of this Contract unless City delivers notice to Contractor to remove the improvements, in which case the removal shall be

at Contractor's sole cost and expense and Contractor shall repair any damage to the Premises occasioned by the removal.

- c. If Contractor fails to vacate the Premises for any reason, the City may perform such work as it deems necessary to remove all equipment and materials and bill the Contractor the full cost of labor and materials expended, plus fifteen percent (15%) of said cost for administrative overhead. Contractor agrees to payment terms of net 30 days. The Manager of Facilities or designee may exercise this option immediately in the event of a sanitary or safety consideration without waiting for the 30-day period to expire.
- d. Contractor acknowledges that neither the City nor any agent, employee or representative of the City has made any representation or warranty to the Contractor as to the suitability of the Premises for the purpose of storing materials and equipment.
- e. Contractor, at its sole cost and expense, shall keep, maintain and repair the Premises and all structures and improvements, fixtures, equipment, and personal property located thereon, including the Contractors Improvements, in first class condition, quality, and repair and in accordance with all applicable laws, rules, ordinances, orders, and regulations of governmental agencies with jurisdiction.
- f. No alterations shall be permitted on the Premises without prior written approval by the City.
- g. No connections to utilities shall be permitted on the Premises without prior written approval by the City.
- h. Contractor shall be responsible for all costs and improvements required to obtain the appropriate approvals to access and use the Premises. Costs and approvals include, but may not be limited to obtaining Engineered Drawings, Orange County Fire Authority, City of Irvine Community Development Department & Public Works including Inspection Fees, and Orange County Great Park fees (if applicable).
- i. Contractor shall not be permitted to store green waste, construction debris or demolition materials for longer than one week. Green waste and trash must be removed from the premises on a weekly basis.

2.13 DISPOSAL

Contractor shall dispose of landscape debris through a landscape material recycling center such as Tierra Verde Industries. Contractor shall not dispose of

landscape debris in a landfill without prior approval from the City Representative. Contractor shall pay all disposal fees and submit a copy of receipt as part of the landscape monthly reports. At no time is the Contractor permitted to use City dumpsters.

2.14 TRAFFIC SAFETY

2.14.1 Contractor shall comply with all State and City regulations and guidelines regarding traffic warning devices and procedures, which include delineation of lane closures including arrow boards and work area warning signs and devices per the most current version of the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways.

2.14.2 Working hours on arterial streets requiring a traffic lane closure will be 9:00 a.m. to 3:00 p.m.

2.15 CONTRACTOR PERSONNEL

2.15.1 Any employee who fails or refuses to perform the work properly and acceptably, as determined by the City Representative, shall be discharged or removed from work on City jobs immediately.

2.15.2 All Contractor personnel shall wear uniform shirts with the company name or logo printed on them, and they shall wear reflective safety vests while working within the roadway rights-of-way. All uniforms shall be kept clean and professional looking and shall be replaced by the Contractor as wearing/fading occurs, or as requested by the City Representative.

2.15.3 All Contractor trucks and other vehicles shall be of one color with the Contractor's name or logo identified. All vehicles and equipment shall be in good condition and appearance. All vehicles shall contain a workable flashing yellow light (or lights) that shall be used while working on roadways, parking lots, bicycle areas, and pedestrian ways. All vehicles shall display a sign on the vehicle while working on City of Irvine areas indicating the Contractor is "Under Contract With The City of Irvine". This sign will be visible at all times. Irrigation vehicles shall also display a sign that indicates that "Sprinkler Checking In Progress" while this work is being performed.

2.15.4 Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986, Public Law 99-603 and the California Department of Industrial Relations.

2.15.5 The Contractor will provide a minimum daily staff requirement of twenty-two (22) staff members to complete Scheduled Duties Monday through Friday.

A minimum of five (5) staff members to be assigned to the Detail Crew, three (3) Certified Irrigation Technicians, equipped with a Calsense RRe remote control device, five (5) Mowing/Edging Crew Members, two (2) Field Prep Technicians, four (4) Environmental staff members, and a three

(3) person weed crew will be required. Additional staff members will be required to fulfill the Scheduled Work Duties.

2.15.6 The Contractor will provide a minimum daily staff requirement of five (5) staff members to complete Scheduled Duties Saturday and Sunday and all holidays. A minimum of two (2) Field Prep Technicians and three (3) Environmental staff members will be required to fulfill the Scheduled Duties.

2.15.7 Contractor shall provide irrigation personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustment and repair. Contractor has a period of thirty (30) calendar days from the contract start date to provide tracking technician(s) that have one of the following credentials: 1) a Certified Landscape Technician - Irrigation Certificate (CLT-I) from the California Landscape Contractor's Association or 2) completion of a Community College level landscape irrigation course. Verification of completion with a passing grade shall be considered proof of compliance.

2.16 LEAF BLOWERS

2.16.1 Use of leaf blowers shall comply with City of Irvine Ordinance 90-02 (APPENDIX A)

2.16.2 Leaf blowers used on City of Irvine property shall conform to the California Air Resources Board current standard for operation noise level or Ordinance 90-02, whichever is lower.

2.17 MATERIALS

2.17.1 Landscape Materials

2.17.1a Contractor shall supply all landscape materials and shall allow these materials to be inspected and approved by the City Representative for verification of quantity and quality.

2.17.1b Landscape materials used on the area shall be free from deleterious materials, non-toxic, not contain plastic, or other debris. City Representative shall approve all materials prior to installation.

2.17.2 Irrigation Materials

2.17.2a Contractor shall furnish all irrigation equipment and materials necessary for replacement. Contractor shall guarantee all irrigation equipment and materials are to be new and identical to existing materials.

2.17.2b Contractor shall maintain an adequate inventory, either in truck or on site, for all irrigation equipment and materials to ensure repairs are completed on the day of system service checks.

- 2.17.2c Equipment or materials installed or furnished without prior approval of the City Representative may be rejected and the Contractor may be required to remove such materials from the site at his own expense.

2.17.3 Material Costs (For items not already included in contract)

The actual cost of all material passed on to the City shall be the wholesale cost of the material. The total cost of materials shall include:

- a. Wholesale cost (retail cost minus Contractor's discount).
- b. Applicable sales taxes.
- c. A markup up of 10% maximum.

2.18 WORKMANSHIP

All work shall conform to the City Landscape Manual and Standard Plans (<http://www.cityofirvine.org/search/gss/landscape%20manual%20and%20standards%20plans>) and current Landscape Industry Standards.

2.19 VANDALISM

Contractor shall be responsible for the labor to repair damaged landscaping caused by vandalism or vehicle accidents with material costs to be reimbursed by the City. The Contractor may be required to submit invoicing to establish the cost of materials.

2.20 EQUIPMENT

2.20.1 Contractor shall use only approved equipment during operation of this contract.

2.20.2 All equipment shall be in good working order with all manufacturer installed safety guards and devices in place.

2.20.3 Contractor shall provide dedicated equipment that will be stored and operated only at the Orange County Great Park. The equipment is as follows;

1. Three (3) 5 gang, hydraulic reel mowers
2. One (1) 22 inch walk behind reel mower
3. One (1) PTO driven aerifier
4. One (1) PTO driven topdresser
5. One (1) 49 hp tractor with front end loader attachment
6. One (1) Tractor mounted broadcast spreader
7. One (1) Walk behind low pressure field striper
8. One (1) PTO driven flail mower

2.21 TURF MANAGEMENT

- 2.21.1 Contractor shall mow all turf areas a minimum of once per week for a total of fifty-two (52) times per year.
- 2.21.2 Non warm season turf shall be mowed using a rotary mulching mower. Turf mowing height shall be set by the City Representative and no adjustments by the Contractor can be made without prior approval.
- 2.21.3 Bermuda turf shall be mowed using a hydraulic driven reel mower, capable of mowing a minimum height of one-half inch (1/2"). Turf mowing height shall be set by the City Representative and no adjustments by the Contractor can be made without prior approval.
- 2.21.4 Contractor may have to do a late start depending on the weather, frost and/or temperature conditions in order not to damage the turf. Contractor may be asked to provide additional mowers beyond the required minimum and necessary staff in order to complete the mowing of turf areas in their entirety prior to 9:00 a.m. throughout the year. Failure to complete these turf areas in their entirety will result in schedule failures and deductions may be applied in accordance with these specifications.
- 2.21.5 All turf and hardscape areas shall be free of turf clippings, plant debris and trash at the end of the scheduled mow day.
- 2.21.6 Contractor shall edge and trim growth around all hardscape, valve boxes, drains, trees and other permanent structures located in the turf a minimum of twice per month for a total of twenty-six (26) times per year.
- 2.21.7 Contractor shall edge and manually trim around fences without mow strips and around trees as needed to keep them weed free. Tree wells are to be maintained at no greater than eighteen inches (18") from the trunk.
- 2.21.8 Turf aeration is a seasonal duty that will be scheduled between the City Representative and the Contractor. The work will be billed upon completion.
- 2.21.9 Contractor shall aerate using hollow five-eighths inch (5/8") tines to a depth of three inches (3") at a time with spacing of six inches (6"). Some areas may require additional passes as determined by the City Representative. Plugs/cores shall be removed or dispersed within one (1) day to the satisfaction of the City Representative. Contractor is responsible for locating and marking irrigation and other components in turf prior to aerating. Plugs are to be dragged with a mat or brush until broken up.
- 2.21.10 Contractor shall hand water dry spots and remove weeds in all turf areas as needed.
- 2.21.11 Turf shall not be scalped. Contractor shall adjust mowing frequency to avoid scalping.

2.21.12 Soil Analysis/Fertilization:

- 2.21.12a. At the direction of the City Representative, the Contractor shall perform a predetermined soil and tissue analysis from the turf and/or planter areas. Contractor shall be responsible for up to fifteen (15) different tests and three (3) water sample tests per calendar year.
- 2.21.12b. Fertilization is a seasonal duty that will be scheduled between the City Representative and Contractor. The work will be billed only upon completion.
- 2.21.12c. Fertilizer material not listed in the Seasonal Tasks or Extra Work Unit Cost Sheet shall be billed per Section 2.18 Materials. Labor to apply the material shall be billed as per the Seasonal Work Unit Cost Sheet.
- 2.21.12d. When fertilizing a park or large turf area, apply in two directions (50% of the fertilizer in each direction) to ensure good coverage and eliminate striping.
- 2.21.12e. Contractor shall immediately clean up any fertilizer spilled on roads or sidewalks to prevent fertilizer from entering storm drains and to prevent staining. Fertilizer shall not be applied during rain events.
- 2.21.12f. Contractor will cover all area drains with plastic prior to applying granular fertilizer.
- 2.21.12g. Contractor shall be responsible for watering-in all fertilizers after each application.

2.21.13 All walkways, roadways, trails, landscaped areas or other areas dirtied by maintenance operations shall be cleaned prior to the completion of this operation or the end of the day, whichever occurs first.

2.21.14 The Contractor shall eliminate weeds in all turf areas through mechanical and/or following the Public Works Integrated Pest Management Policy. Chemicals shall be furnished by the Contractor and applied per California Department of Pesticide Regulations. The use of organic pesticides will be the first option when using chemicals for weed control. The City Landscape Maintenance Superintendent shall approve all chemical applications.

2.22 SPORTS TURF MANAGEMENT (STM)

2.22.1 Contractor shall mow all turf areas a minimum of once per week for a total of fifty-two (52) times per year. Additional mowing of athletic fields may be required for tournaments and on overseeded fields at the City Representative's direction.

- 2.22.2 Aerate turf by removing five-eighths inch (5/8") diameter hollow tine cores to a depth of 3" to 4" with spacing between cores, not to exceed 3", using a piston type aeration machine. All cores must be removed on the same day aeration takes place with the use of a core harvester or core pulverizer or other approved method. Contractor will be required to complete a minimum of four (4) acres per day per the standards specified. The contractor is also responsible for locating and marking irrigation and other components prior to aeration. The work will be billed only upon completion per the Seasonal Tasks Bid Document.
- 2.22.3 The above-specified STM aeration machine/s must be owned or leased and kept in the contractor's equipment yard to be available for possible aeration of problem areas encountered on the sports fields.
- 2.22.4 Contractor shall have slicing or solid tine spiking aerators which will be used throughout the year as directed by the City Representative. This work shall be billed only upon completion per the Seasonal Duty Bid Document Unit Price.
- 2.22.5 Verti-cutting is the process of mechanically removing thatch using fixed blades spaced less than one inch (1") apart to a depth of one quarter inch (1/4") into the soil. The debris shall be removed from the surface through a turf vacuum or rotary vacuum mower by the end of the day. This work shall be billed only upon completion per the Seasonal Duty Bid Document Unit Price.
- 2.22.6 Scalping/Dethatching of Bermuda grass involves mowing to one-half inch (1/2"), removing the debris, verticutting per **Section 2.22.5**, removing the debris, mowing again and a final clean-up of debris. This work shall be billed only upon completion per the **Seasonal Duty Bid** Document Unit Price.
- 2.22.6a. All thatch and debris will be vacuumed, picked up and disposed of off-site daily.
- 2.22.6b. All turf dethatch sites will be marked by a sign mounted on a wooden stake stating, "Turf Renovation in Progress". Signs shall be maintained in place for a period not to exceed two weeks.
- 2.22.7 Verti-Drain/Deep Tine aeration shall be required periodically throughout the year. Contractor must have the ability to provide "VERTIDRAIN/DEEP TINE" type aeration. Contractor is responsible for locating and marking irrigation and other components prior to Verti-Draining/Deep Tinning. The work will be billed only upon completion per the Seasonal Tasks Bid Worksheet.
- 2.22.7a. Solid Tine: This entails driving a spike with a minimum three-fourths inch (3/4") diameter, up to an eight inch (8') depth with spacing between cores not to exceed four inches (4")

into the soil at 90 degrees and exiting at a 45-degree angle so that it literally shatters the soil below. The Contractor will be required to complete a minimum of four (4) acres per day per the standards specified above.

2.22.7b. Hollow Core Tines: This entails driving a hollow core spike with a minimum three-fourth inch (3/4") inch diameter, up to an eight inch (8") depth with spacing between cores not to exceed four inches (4") into the soil at 90 degrees and exiting at a 45-degree angle so that it literally shatters the soil below. The Contractor will be required to complete a minimum of four (4) acres per day per the standards specified above. All cores must be removed on the same day hollow core tine aeration takes place with the use of a core harvester or core pulverizer or other approved method.

2.22.8 Sand Top-Dressing: Is to be applied to a depth of up to one-fourth inch (1/4") using a top dressing machine, evenly spreading the sand over the designated area. After the sand has been applied the entire area shall be dragged with an approved drag mat, going over the area in a circular pattern until the sand is evenly distributed and with a smooth surface and watered in thoroughly by the end of the workday. The sand used for topdressing will be a #30 washed silica supplied by Gillibrand or approved equal. The work will be billed only upon completion per the Seasonal Tasks Bid Worksheet.

2.22.9 Over-Seeding: Seed shall be spread by a broadcast type and covered with a one-quarter (1/4) inch of sand or organic topdressing. All seed and material will be supplied by the contractor. This may be done in conjunction with a scalping/de-thatching process. This work shall be billed only upon completion per the Seasonal Duty Bid Worksheet Unit Price.

2.22.10 Inter-Seeding/Spike and Seed: Seed shall be inserted into the soil using an inter-seeding or spike and seed machine. Applying the seed in two different directions over the designated area. After completion of the inter-seeding, the debris shall be removed. This work shall be billed only upon completion per the Seasonal Duty Bid Worksheet Unit Price.

2.22.11 Sod: Sodding shall be accomplished by removing existing turf and soil with the use of a sod cutter. New sod shall be installed and the height of the grade shall be level with existing turf and grade. Plastic netting shall be removed as or before the roll is being laid. All new sod areas will be rolled with an appropriate size and weight non-vibrating roller until the area is free of bumps and low spots (filling low spots will not be allowed without permission from the City Representative). Hand watering shall be done with a hose and is meant to provide adequate water to get the new sod rooted and established. The sod variety used shall be the decision of the City Representative, such as Tifway II hybrid Bermuda or an approved equal. All locations will require the use of sand-based sod; this shall be 85% or greater sand by volume. This work shall be billed

only upon completion per the Seasonal Worksheet Unit Price.

2.22.12 Filling: Filling of low areas shall be required upon request. Overall, field cover/filling will be required for correction of low areas or wet zones or to fill in old-field lines. Soil that is similar in consistency for the location of the work or dry topsoil (for wet fields) will be required for this and shall be approved by the City Representative and supplied by the contractor at the per unit price. The supplier must be able to demonstrate the suitability of the product for use in public parks by certifying in writing that the material does not contain sewage sludge, animal wastes, heavy metal contaminants or other products that could harm people or pets. This work shall be billed only upon completion per the Seasonal Duty Bid Worksheet Unit Price.

2.22.13 Top-dress one-fourths inch thick Tierra Verde Industries (TVI) 100 or equivalent shall be applied in a uniform appearance with use of mechanical methods as approved by the City Representative. This work shall be billed only upon completion per the Seasonal Duty Bid Worksheet Unit Price.

2.22.14 Soccer Goals and Field Closure Signs- The removal of soccer goals from the play area and installation of four (4) field closure signs per turf area.

2.22.15 Turf Painting:

2.22.15a Contractor shall paint regulation size soccer fields on each of the nine (9) natural turf Soccer Fields one (1) time per week on Fridays prior to 9:00 am or as directed by the City Representative.

2.22.15b Contractor shall paint one (1) regulation size soccer field on the North Lawn, one (1) regulation size soccer field on the South Flex Field and one (1) regulation size soccer field on the North Flex Field up to twelve (12) times per calendar year as directed by the City Representative.

2.22.15c Contractor shall paint batter's box and foul lines on seven (7) baseball fields and five (5) softball fields seven (7) times per week.

2.22.15d Painting operations as noted above will be scheduled with the City Representative.

2.22.15e All other painting operations in excess of the above mentioned will be considered a seasonal duty and will be scheduled with the City Representative. This additional work is not guaranteed and this work shall be billed only upon completion per the Bid Unit Work Sheet.

2.22.15f Regardless of the type of paint used and design required, best results are obtained when paint is applied to a clean,

dry, dust and grease-free base.

- 2.22.15g When applying paint, use large templates (if needed) and cardboard or wood windshields to minimize paint over-spray.
- 2.22.15h Painting Shaw Sports Turf systems with brushes or rollers is not allowed. Contractor shall use Pioneer GameLine aerosol paint, or an approved equal for all synthetic turf fields.

2.23 SHRUB, GROUND COVER AND ORNAMENTAL GRASSES

- 2.23.1 Contractor shall prune to maintain a healthy and natural appearance in the landscape. Under no circumstances shall any shrubs be poodled or balled. If shrubs are not in a hedge situation, then Contractor is not permitted to cube or square them. The tops shall remain natural and be selectively trimmed to restrict size where necessary. All work shall be per the City Representative's directive.
- 2.23.2 Pruning shall remove dead or diseased branches. At the direction of the City Representative, hedgerows may need to be skirted to allow improved irrigation coverage.
- 2.23.3 Selective pruning techniques shall be employed to maintain a natural appearance and boxed hedges shall not be allowed. Failure of the Contractor to perform selective trimming methods as directed shall result in a performance deduction.
- 2.23.4 Ground covers shall be managed so the plants do not impact or block irrigation coverage. Ground covers shall be feathered back at hardscapes in order to prevent a walled appearance. Extension hedge trimmers (stick trimmers) shall be used for all trimming operations on ground covers. No gas powered equipment shall be used during operating hours of the Orange County Great Park Balloon. Operating hours of the Balloon will be provided by the City Representative.
- 2.23.5 All flowering plants, ornamental grasses, shrubs and groundcovers shall have dead or yellowing foliage removed as needed, or as directed by the City Representative, in order to maintain a consistent and healthy appearance.
- 2.23.6 All ornamental grasses shall be cut down to six to eight inches annually starting the last week in February and completed by the end of April. Ornamental grasses along hardscape areas will require an additional cutting to six to eight inches in the month of September. On an as needed basis, or at the direction of the City Representative, minor cutting/facing of ornamental grasses shall be performed to prevent ornamental grasses from blocking irrigation and from growing over and onto hardscape areas.
- 2.23.7 Contractor shall restrict growth to areas behind curbs and sidewalks, to tops of walls and fences, and two feet (2') from all structures. Also,

restrict growth of ground covers twelve inches (12") away from shrubs, trees, and other structures. At the direction of the City Representative, shrubs may have to be skirted to allow improved irrigation coverage.

- 2.23.8 Contractor shall restrict growth, through pruning, to maintain safe road visibility and optimum irrigation coverage in accordance to Standard Plan 403, Section 8.
- 2.23.9 Contractor shall control weeds by keeping all planters, shrubs and ground cover areas free of visible weeds at all times. Contractor shall adhere to the City of Irvine's Public Works Integrated Pest Management Policy. The use of mechanical means to control weeds shall be the first option.
- 2.23.10 Contractor shall remove dead shrubs and backfill to existing grade with imported soil as necessary to maintain a consistent finished grade. Sinkholes will not be acceptable under any circumstances. Replacement of shrubs will be in accordance with the City Landscape Standards.
- 2.23.11 Contractor shall maintain mulch at a depth of three inches (3") in all shrub areas and existing open space areas that contain mulch (or any sign of mulch) at time of bid. Use Tierra Verde-200, fully composted, 2-inch minus material. Use of any other mulch product shall be dependent upon submission of a sample for approval by the City Representative. The supplier must be able to demonstrate the suitability of the product for use in public right-of-ways by certifying in writing that the material does not contain sewage sludge, animal wastes or heavy metal contaminants. The Contractor is responsible for all mulch for this contract, including labor for application. Mulch shall be added and/or dressed up at direction of the City Representative.
- 2.23.12 Annual renovation of groundcovers and shrubs may be required as determined by the City Representative. This may involve mowing or other extraordinary trimming operations including selective thinning of stems, hard cutbacks and selective removals/thinning in order to better manage the long-term condition of the groundcover and shrubs.
- 2.23.13 Contractor shall use a combination of techniques (raking and blowing) to prevent the build-up of leaf material and trash from forming on groundcover, turf or hardscape improvements. This work shall be performed as needed depending on seasonal and weather conditions, and as requested by the City Representative.
- 2.23.14 Contractor is responsible to mow the Buffalograss surrounding the Amenity Ponds and to the west of the North Lawn one (1) time per month from March through November at a height set forth by the City Representative.
- 2.23.15 Contractor will be responsible to provide a minimum of a three (3) man weed crew per Section 2.15.5 Monday through Friday to remove

weeds and debris within the planting areas.

2.24 TREE CARE

- 2.24.1 Contractor shall stake and support trees, in accordance with City of Irvine Standard Plans. The Contractor shall provide all tree stakes and approved hardware as part of this contract.
- 2.24.2 Stakes and ties shall be placed so no chafing or girdling of bark occurs.
- 2.24.3 All guy wires, ties and stakes shall be checked regularly to avoid girdling and damage to trees, and shall be removed only with the approval of the City Representative.
- 2.24.4 Contractor is to provide the necessary equipment and personnel to trim/prune all trees once every three (3) years. Two exceptions to this requirement are 1) the Eucalyptus trees along C Street which will be trimmed/pruned/lifted once per year and 2) the trees such as Elms and Palms will be trimmed/pruned two times per year. Additional trimming may be required. Cost associated with trimming/pruning shall be included in the Unit Price for Tree care – Scheduled Duties.
- 2.24.5 Remove, stump grind, backfill and compact to level terrain any dead trees. The exact location of any tree removed must be reported in writing to the City Representative. Replacement of trees will be in accordance with the City of Irvine Standard Plan and per the Extra Work Unit Cost Worksheet. Contractor is advised to review City of Irvine Standard Plans on the City Website for plan requirements prior to finalizing a unit cost for their bid. Cost associated with this work will be extra work and be included in the Unit Price for Tree care – Extra Work.
- 2.24.6 Contractor is required to pick up tree debris and branches on the ground as needed. Re-stake or remove leaning trees shall be at the direction of the City Representative.
- 2.24.7 Pruning shall conform to American National Standard, ANSI A300, Tree Care Operations for Tree, Shrub and Other Woody Plant Maintenance – Standard Practices.
- 2.24.8 Pruning shall generally be Maintenance Pruning as described in ANSI A300, Section 5.3.3.2.
- 2.24.9 The Contractor's Representative shall meet with the City Representative prior to beginning work in each of the specified locations to inspect and determine the pruning objectives of the location. Once work begins, it shall be the responsibility of the Contractor's Representative to visually inspect each tree prior to pruning. If a condition is observed that requires additional attention, this condition shall be reported immediately to the City Representative. The Contractor's Representative shall be responsible to verify that all

work in progress is in accordance with ANSI Z133.1 Safety Requirements.

- 2.24.10 Contractor's Representative shall be responsible to verify that all work in progress is in accordance with ANSI A300 Standard Practices, and City of Irvine pruning objectives. The City Representative shall have the option to withhold payment for completed work not complying with ANSI trim standards and City of Irvine pruning objectives.
- 2.24.11 Contractor shall provide a Certified Arborist, certified by the International Society of Arboriculture, to oversee the tree pruning operation. It is expected that this person will be able to communicate effectively in both written and oral English. Any order or communication given to the Certified Arborist shall be deemed as delivered to the Contractor.
- 2.24.12 All mature City trees shall be kept raised to eight feet (8') over sidewalks and landscaping and fourteen feet six inches (14'6") over streets and bike trails at the City Representative's direction. All pruning shall comply with International Society of Arboriculture (ISA) Standards. Juvenile (less than 18' tall) trees shall be allowed to retain lower branches (as specie appropriate) until the trunk has developed to a point that stakes are no longer necessary to support the crown of the tree. Juvenile and mature trees located in bioswale and drainage areas may be allowed to retain lower branches at the direction of the City Representative.
- 2.24.13 Contractor shall not remove lower branches, except to provide vehicle or pedestrian clearance. Contractor shall remove all sucker growth, dead or unsightly branches and all growth that adversely impacts irrigation coverage.
- 2.24.14 Trees in Boxes and Containers
 - a. Contractor shall maintain all trees in boxes and containers by watering, fertilizing, weeding and trimming. Contractor shall prune all trees in boxes and containers according to ISA standards and in accordance with Section 2.24. Citrus trees shall be pruned according to citrus production standards. All weeds and debris shall be removed from the surface area of the box and surrounding areas.
 - b. All boxes shall be inspected bi-weekly for deterioration. Any protruding nails or fasteners shall be secured flush with the box surface. Contractor shall maintain all boxes and containers in the highest aesthetic appearance and free of loose parts and components that are deemed unsafe. Contractor shall replace any boxes and containers deteriorated due to weather OR deemed unsafe by the City Representative. This work shall be billed as an extra per the unit cost list when the work is correctly completed.

- c. Contractor shall replace damaged containers with nursery container constructed of certified redwood with ring shank nails and zinc coated strapping.

2.25 SYNTHETIC TURF

2.25.1 Cleaning and Stain Removal

Contractor will be responsible for the cleanup of stains, gum and debris on the synthetic turf on a daily basis.

- a. Synthetic turf will be groomed using a dedicated sweeper pulled by a utility cart (see 2.25.3a). This task will be scheduled on a bi-weekly basis.
- b. Synthetic turf will be disinfected at least one (1) time per month using Pioneer Titan T.G. turf disinfectant or an approved equal. Disinfectant will be applied using a boom sprayer. Additional applications of disinfectant may be required and will be invoiced based on the Seasonal Duties Unit Price.

2.25.2 Litter Removal

Light trash (paper, peanut shells, sunflower seeds, athletic tape, etc.) will be removed by hand, or by using airbrooms and brooms on a daily basis.

2.25.3 Sweepers

- a. Contractor shall provide Weidenmann Terra Clean 100 or equivalent as approved by the City Representative. Contractor shall use this equipment solely for this contract and shall own, operate, maintain, repair and keep this equipment upon termination of this contract.

Contractor shall provide TS 4x2 Gator by John Deere or equivalent as approved by the City Representative. Contractor shall use this equipment solely for this contract and shall own, operate, maintain, repair and keep this equipment upon termination of this contract.

- b. Brush Setting: The brush setting should be monitored. The actual setting will depend on the model and type of sweeper. The sweeper will work best when the brush is set so that it barely touches the tips of the fibers of the turf.
- c. Synthetic Turf Loading Limitations: Brushing and brush cleaning may require several trips over the field to finish the operation. Any sweeper that weighs more than three hundred pounds (300 lbs.) should have turf type low ground pressure tires (pneumatic tires) with a maximum tire pressure of thirty-five (35) pounds per

square inch (psi). Vehicles shall not be parked on the turf, especially in the heat of the day, or leave vehicles on wet turf for long periods of time.

2.25.4 Infill Management on Synthetic Turf Field

Contractor will be responsible for performing routine inspections of the playing surfaces to identify low spots and depressions. Low spots and depressions will be leveled out using Shaw EnviroFill encapsulated infill. Infill will be applied using a Redexim Rink SP950 infill spreader or equal, metal tines and a vibrating plate.

2.25.5 Synthetic Turf Repair

Contractor will be responsible for any repairs to the synthetic turf playing surface, Brock Shock Pad, Geo Liner and base material. Repairs shall be completed following the manufacturers' recommendations. Repairs may include, but not be limited to, patching tears, replacing damaged sections of turf and leveling depressed areas not leveled using extra infill material.

2.25.6 Synthetic Turf GMax Testing

Contractor will be responsible to perform an annual GMax test on each of the eight (8) synthetic fields. The GMax test must be performed by Sports Labs USA.

2.25.7 Synthetic Turf Weed Management

Contractor will use a walk behind edger along the mowstrip of all eight (8) fields to eliminate Bermuda grass intrusion into the synthetic turf. The edging will go along the outside of the concrete mow strip and be at a depth of no less than three inches (3"). This will be completed a total of fifty-two (52) times per year.

2.25.8 Synthetic Turf Line Painting

Contractor may be required to paint additional lines on the synthetic fields. The paint used must be labeled for artificial turf use, similar to the Sherwin Williams SherStripe brand. This work will be considered Scheduled Duties and be billed per the Scheduled Duties Unit Cost.

2.26 IRRIGATION

2.26.1 Contractor shall provide three (3) full time irrigation technicians, supervision, equipment and supplies/materials, as needed, to service and repair landscape irrigation systems including, but not limited to, piping, wiring, spray heads, electric valves, automatic controllers, boxed and container trees, drip systems, master valves, pressure regulators, mainline repairs up to forty-eight inches (48") in depth, booster pumps, and strainer basket assemblies. The irrigation technician shall have a

vehicle stocked with all common components (e.g., RainBird 1806/1812 bodies and nozzles), as well as gear driven rotors to replace failed parts with original equipment hardware. Aftermarket “knock-off” parts, such as pop-up bodies and nozzles, will not be acceptable replacement hardware.

- 2.26.2 Service and repair includes, but is not limited to, testing, adjusting, troubleshooting, providing all parts, tools, and labor necessary to complete service and repairs, and repairing all system components from the male adapter coming from the water meter to the sprinkler heads/drip tubing. This includes, but is not limited to, the valve and its components, lateral lines, swing joints, sprinklers, nozzles, PVC mainlines and drip system components within the boundaries of this contract on a scheduled and as required basis. The City shall pay for replacement valves and rotors located within the Western Sector of the Park. Upon approval from the City Representative only after every effort has been made to repair the valves and rotors per the Rotor Reimbursement Sheet. The City will pay the material cost only plus applicable markup per Section 2.17 for replacement valves and rotor sprinklers as needed; the Contractor shall supply the labor to install them at no cost to the City. Irrigation heads and valves located within the Sports Park, Bee Canyon and Bosque areas will be under Manufacturer’s warranty and not fall within the Rotor Reimbursement.
- 2.26.3 Contractor shall provide at minimum three (3) full time equivalent irrigators solely to the Orange County Great Park and shall allow a six (6) minute minimum for the irrigation technician to check each valve as described in Irrigation System Servicing. Additional time will be needed for all other repairs and other necessary irrigation maintenance.
- a. In addition to the minimum hours required in Section 2.26.3, an additional monthly minimum of twenty (20) hours are required for drip system remote control valve service.
 - b. Refer to Section 2.26.8 “Drip/Subterranean Irrigation Systems Maintenance”, which also requires that “Contractor shall flush all filter strainers and all end caps (drip systems) every thirty (30) days”. After completion of the inspection, the Contractor shall make all necessary repairs to the system to function as designed.
- 2.26.4 Contractor is responsible for the maintenance, repair, and if necessary, replacement of remote control connectors at no additional cost to the City. Solar controllers must be inspected using a test program run from the controller.
- 2.26.5 Irrigation Systems Servicing
- a. All systems shall be serviced (tracked) once every fourteen (14) calendar days.

- b. System servicing includes, but is not limited to, the following procedures and tasks:
 - 1. Control valve opening and closure, so as not to interfere with other control valve operation (RCV, remote control valve, to be tuned to achieve full closure within fifteen (15) seconds).
 - 2. Optimum flow to allow sprinklers to operate at manufacturer's specifications. Systems that 'fog' (exceed manufacturer's recommended operation pressure) shall be corrected by incrementally closing the flow control on the remote control valve (RCV), until working pressure falls within the manufacturer's recommendation.
 - 3. Leaks at the solenoid, manual actuator valve and fittings.
 - 4. Solenoid wire connections, to be connected with the proper watertight connectors.
- c. Testing the lines for leaks:
 - 1. Pressurize all lateral lines by activating the control valve via the controller/radio remote control device.
 - 2. Visually inspect the control valve zone of irrigation for water surfacing/puddles.
 - 3. Inspect around each sprinkler for leaks at the swing joint assembly.
- d. Testing irrigation heads for proper operation and coverage:
 - 1. Activate the control valve via the controller/radio remote control device.
 - 2. Inspect each sprinkler for:
 - i. Leaks at the wiper seal
 - ii. Damaged sprinkler body
 - iii. Damaged, missing or plugged nozzles
 - iv. Correct nozzle, radius and arc
 - v. Pressure Compensating Screens (PCS), if applicable
 - vi. Rotors – check for complete rotation to required arc and for slow rotation compared to other sprinklers in same zone.
 - vii. Proper alignment, both in terms of vertical straightness (or orientation relative to slope) and

operational height of nozzle above the plant material being irrigated. This will require occasional raising/leveling of the sprinklers, done at no additional cost to the City. If plants block sprinkler pattern, the technician is to mark the plant material with paint and coordinate the trimming/removal with the maintenance crew.

- viii. Check valve operation – visually inspect for slow sprinkler weeping on the lowest head on a lateral after control valve is deactivated.
- ix. Mixed sprinklers (nozzles) with different precipitation rates.

- 3. Troubleshooting each system, as required. Valves that do not activate must be serviced to assure ports are clear of debris or corrosion and the solenoid is tested electrically before a valve is replaced. No valve can be replaced unless the City Representative authorizes such action.

2.26.6 Monthly Service

- a. Check pressure regulators for static and operating pressure and adjust as required.
- b. Check and clean basket strainers.
- c. Routine repairs and adjustments shall be completed on the day of scheduled service.
- d. No systems shall be shut down for more than forty-eight (48) hours at one time because of a system failure.
- e. Non-routine repairs are to be completed within forty-eight (48) hours of discovery.
- f. Contractor shall be responsible for the replacement of plant material, with the same size, due to improper irrigation maintenance techniques.
- g. Irrigation service technician must be able to write and communicate orally in English and meet the qualifications described in the Scope of Work.
- h. Irrigation technician shall mark on the irrigation tracking sheets the overall appearance of the landscape condition. Dead or dying grass, shrubs, ground covers or trees shall be noted during the irrigation service cycle.

2.26.7 Annual Irrigation Systems Maintenance

- a. Contractor shall test and adjust all pressure regulators and clean all strainer assemblies annually per schedule, which is between November 1 and February 15 each year. Only genuine, non-aftermarket materials shall be used. One hundred percent (100%) of all pressure regulators shall have diaphragm, spring assemblies, and rubber parts replaced, resulting in a one (1) year cycle where all regulators shall be rebuilt.

There are thirteen (13) pressure regulating master valves and 1 pressure regulator (P/R) (2 each - 3" Watts, 1 each – 1.5" Watts, 1 each – 2" Watts, 1 each – 2" Superior, 1 each – 2" Wilkins P/R, 8 each – 4" Cla-Val) at the park. The Contractor shall cover all costs for parts and labor to complete the re-build process per the schedule defined by the City Representative.

Contractor shall service one (the first) pressure regulator and obtain approval from the City Representative that it was serviced properly. If not serviced properly, the Contractor shall service it again to meet the requirements of the City Representative. Once correctly serviced, the Contractor shall continue with servicing of the remaining pressure regulators while obtaining approval from the City Representative during the process. If the pressure regulator is not correctly serviced the second time, the Contractor shall hire a third party such as Cla-Val, or equivalent, to service one (the first) pressure regulator and obtain approval from the City Representative that it was serviced correctly. The third party shall service all of the remaining pressure regulators. Contractor shall pay for all expenses related to the need to hire a third party if directed to do so by the City Representative.

- b. Complete all annual irrigation system maintenance between November 1 and February 15 of each year during the life of this contract.
- c. Adjust all irrigation control valves to meet the manufacturers' specifications. The Contractor's Representative shall test the last sprinkler on each control valve with a pressure gauge installed in line with the nozzle or with a pitot tube and gauge.
- d. Raise all irrigation components to grade in turf areas as directed by the City Representative at no additional cost to the City. This includes all valve boxes, quick coupler boxes and sprinklers.

2.26.8 Drip/Subterranean Irrigation Systems Maintenance

- a. Contractor shall walk the irrigation system area and visually

inspect the landscape and boxed trees for:

- i. Plant vigor
 - ii. Excessively wet soil
 - iii. Dry soil
- b. Contractor shall flush all strainers and all end caps (drip systems) every thirty (30) days. After completion of the inspection, the Contractor shall make all necessary repairs to the system to function as designed. There are forty-two (42) RCVs for drip systems in the landscape with each one requiring a minimum of thirty (30) minutes to service each valve resulting in a minimum of ten (10) labor hours per irrigation system servicing.
- c. Contractor shall not make any modifications to the existing automatic irrigation system without express written approval from the City Representative. Any approved changes shall be noted by the Contractor on a copy of the Irrigation Plan and As-Builts and submitted to the City within five (5) working days of the completion of the work.
- d. In the event of a drought condition, including mandatory water rationing, the City shall have the authority to modify the watering requirements described in these specifications.

2.27 WEED CONTROL

2.27.1 Weed Abatement Control and Program

- a. Contractor shall establish a Weed Abatement Program for the entire site. The Weed Abatement Program shall include scheduled activities for weed abatement in all areas as needed. Contractor shall be responsible for labor and materials for the eradication and control of weeds.
- b. The Weed Abatement Map in APPENDIX B contains the locations for weed abatement. As part of the Weed Abatement Program, the Contractor shall flail mow all vegetation growing in the weed abatement areas as often as necessary to keep it manicured looking, at a height not to exceed three inches (3") tall, or as directed by the City Representative during the length of the contract
- c. Contractor shall comply with all rules, regulations and license requirements of the California Department of Pesticide Regulation, the Department of Health, the Department of Industrial Relations and all other agencies that govern the use of pesticides required in the performance of work on the contract (see 2.30.5).

- d. Contractor shall control weeds in all areas (i.e. bare and soil areas, decorative stone surfaces, mulch areas, hardscape, turf, shrubs, vines, ground cover and ornamental grass areas) as a scheduled duty.
- e. Contractor shall remove other noxious or invasive weeds from all areas covered under this contract.
- f. All methods for weed control must conform to the City of Irvine Public Works Integrated Pest Management Policy. Mechanical removal of weeds will be the first option. The City Landscape Maintenance Superintendent shall approve all chemical applications prior to use. .
- g. The Contractor shall supply clean water for the chemical mix. No reclaimed water shall be utilized.

2.28 ENVIRONMENTAL

2.28.1 Contractor shall patrol the contract area prior to 9:00 a.m. daily, seven (7) days per week (including Holidays), removing all litter, debris and animal feces from all surfaces; replacing bag liners in trash receptacles; checking and replenishing doggy bag dispensers; and maintaining picnic areas clean. Contractor shall wash/pressure wash hardscapes that contain liquid spills or garbage juice spills as needed. Contractor shall level and backfill gopher and ground squirrel holes and report them to the City Representative.

2.28.2 Contractor shall patrol all pedestrian ways at least once daily to maintain an area free of trash and debris.

2.28.3 Contractor shall provide plastic bag liners for all trashcans throughout the contract area on a daily basis and remove bags as often as necessary to prevent any receptacle from becoming full or overflowing. Contractor shall provide plastic bag liners and shall change trashcans liners out daily. Trashcans shall be washed inside and outside on a monthly basis at minimum or as needed. The Contractor shall haul away trash so that no trash is left in dumpsters at a City facility.

Trash cans may be added by others at various times during the length of the contract and Contractor will be responsible to maintain them.

2.28.4 Contractor shall inspect all doggy bag dispensers daily. Contractor is responsible for supplying and restocking the dispensers. At no time shall the doggy bag dispenser be empty. The City Representative shall approve all doggy bags prior to use.

Doggy bag dispensers may be added by others at various times during the length of the contract and Contractor will be responsible maintain them.

- 2.28.5 Contractor shall report to the City Representative as soon as possible any unsafe or unsightly conditions observed. Contractor shall take the initiative and restrict access to the public if unsafe conditions are observed.
- 2.28.6 Contractor shall patrol the park as frequently as necessary to maintain clean facilities during holidays and on high-use days. Holidays that traditionally require at least two (2) daily patrols are: Washington's Birthday, Easter week, Memorial Day, Independence Day, Labor Day and Christmas week. The second daily patrol for holidays or peak weekends, including tournaments conducted from Friday through Sunday, shall occur no earlier than 1:00 p.m. and be scheduled per direction of the City Representative. Additional patrols on weekends may be needed due to events or tournaments.

2.29 ATHLETIC/RECREATIONAL FACILITIES/HARDSCAPES

- 2.29.1 Prior to 9:00 a.m., Contractor shall daily clean all picnic areas, their hardscapes and outdoor site furnishings, including but not limited to sidewalks, curbs and gutters, picnic areas, bicycle paths, chess set areas, basketball courts, baseball/softball dugouts, expansion joints, walls adjacent to City landscapes, benches, tables, chairs, shading shelters, including umbrellas and/or canopies. Contractor shall schedule weekly duties for cleaning outdoor site furnishings on Mondays and Fridays, using soapy water
- 2.29.2 The Championship Soccer Stadium will be cleaned daily Monday through Sunday. All work will be done between the hours of 6:00 am and 8:00 am. All trash will be removed from the field and seating areas prior to 8:00 am. All spills within the stadium will be cleaned using water and hoses. The use of airbrooming to expedite the drying of the area may be required. The use of caution signs must be used during and after all hardscape washing.
- 2.29.3 Bicycle racks, railings and the tops of reachable signs shall be cleaned at minimum on Mondays and Fridays, unless directed by the City Representative, and shall be kept clean of spots, dirt and debris. Contractor shall repair damaged finish to match original finish or shall replace component when necessary.
- 2.29.4 Open areas shall be Airbroomed daily following the City's Leaf Blower Ordinance. If open areas require a wash during park operational hours, Contractor shall obtain prior approval from the City Representative. Caution signs must be used during and after all hardscape washing.
- 2.29.5 Contractor shall provide an AC-3500GHH Direct Drive Pressure Washer by John Deere or equivalent as approved by the City Representative. Contractor shall own, operate, maintain, repair, and keep this equipment upon termination of this contract. Cost for this equipment shall be included in Scheduled Duty unit costs for Hardscape.

- 2.29.6 Contractor shall provide at minimum one (1) full time equivalent laborer dedicated specifically to hardscape maintenance as specified in Section 2.29 throughout the park. Concrete surfaces shall be kept clean and free of weeds and stains. Contractor shall Airbroom, sweep daily, power wash as needed or when directed by the City Representative, especially at building entrances. Contractor shall pressure wash high public traffic areas prior to 9:00 a.m. and pressure wash less active areas after 9:00 a.m.
- 2.29.7 Decomposed granite areas and trails shall be kept level, at grade and free of weeds, trash and debris at all times. Contractor shall provide additional decomposed granite with a binder supplement as needed per City Representative directive.
- 2.29.8 As required to maintain proper grade, the decomposed granite areas shall be scarified to a depth of one inch (1”), regraded, the additional decomposed granite with stabilizer will be added and thoroughly mixed in, then water will be applied until moisture penetrates without runoff occurring. Additionally, compact decomposed granite with a small riding roller, power walk-behind roller, rod roller, or vibrating plat tamp may be needed per City Representative directive. Soil stabilizer shall be a non-toxic organic binder, colorless, odorless, and it shall naturally bind.
- 2.29.9 To comply with National Pollutant Discharge Elimination Systems (NPDES) and Water Quality Management Plan (WQMP) watershed protection standards, the Contractor shall take care when cleaning hardscape surfaces to prevent sheet-flow run-off of rinse water running into storm drain structures. All rinse water generated during the execution of this contract shall be contained on-site and either collected or managed so that it is deposited in landscaped areas and absorbed into the soil.

2.30 INTEGRATED PEST MANAGEMENT

- 2.30.1 Pesticides shall be approved by the Landscape Maintenance Superintendent prior to use. The City’s Public Works Integrated Pest Management Policy must be adhered to at all times. (See APPENDIX C) Organic pesticides will be the first option when using a chemical to control pests. A written recommendation of proposed pesticides, including commercial name, concentrations, allocation rates, usage and reentry time shall be prepared by a licensed California Pest Control Advisor and site specific schedule submitted to the City a minimum of fourteen (14) days prior to intended use. Copies of Safety Data Sheets and specimen labels shall be given the City prior to pesticide use on City property and rights-of-way. No work shall begin until written approval of use is obtained and a notice of intent has been filed with the County Agricultural Commissioner’s office.
- 2.30.2 Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator license/certificate. Application shall be in strict accordance with all governing regulations. Records of all

operations shall be kept per California Department of Pesticide Regulations.

- 2.30.3 Records of all pesticides and fertilizers used by the Contractor on City property shall be submitted by the fifth working day of the month to the City Representative. The Contractor is responsible to maintain site and date specific records of all pesticide and fertilizer applications. The records shall be retained in accordance with the Department of Pesticide Regulations.
- 2.30.4 Pesticides shall be applied in a manner to avoid contamination of non-target areas. Precautionary measures shall be employed to keep the public from entering the spray zone until the chemical has either dried or the dust settled. The Contractor's spraying staff will remain on site until the area is safe for the public to enter.
- 2.30.5 Posting of signs shall be required at all park facilities when any application is performed per the City's Public Works Integrated Pest Management Policy. See APPENDIX D
 - a. Contractor shall post City approved signs at all park entrances at least forty-eight (48) hours prior to spraying applications. The Contractor's contact information must be included.
 - b. Contractor shall place spray notices inside plastic page protectors. These shall be attached to a four-feet (4') high wooden stake. Signs must be readable twenty-five feet (25') away from posted area. City Representative must approve the sign prior to posting.
 - c. Contractor shall leave the same signs up for seventy-two (72) hours after the spraying applications are completed, then remove promptly.
 - d. A temporary mesh fence such as orange plastic construction fencing shall be erected on the perimeter of any area that is to be treated with a broadcast type application machine such as a boom spray rig. The intent is to keep people and pets off the treated area for a period of twenty-four (24) hours.
 - e. Copies of current P.C.A., P.C.O., Q.A.L./C. and Orange County P.C.A. registration shall be required for each application.
 - f. Pesticide applications adjacent to school sites shall follow the Healthy Schools Act of 2000 requirements.

2.31 SPECIAL AREAS

- 2.31.1 Contractor will be required to manage the vegetation in all City owned areas of the Great Park. This includes the "125-acre Parcel" at the

northeast portion, the north side of Perimeter Road, the proposed Wildlife Corridor and the Runways and surrounding areas. The vegetation management area totals seventy-three (73) acres. Weed Abatement areas are to be trimmed down three (3) times per year.

- a. Vegetation is to be maintained at a height of no more than four inches (4") throughout all of the Special Areas. This will include vegetation around the buildings within the "125-Acre Parcel".
- b. Vegetation is to be mowed down using a flail mower and weed whips. Cut vegetation on hardscapes and roads are to be airbroomed off onto adjacent softscape areas.

2.31.2 Contractor will be required to supply labor and materials to maintain the Park's NPDES program. This will include installing sandbags and wattle in new and existing areas. This work will be scheduled by the City Representative. This work shall be billed only upon completion per the Extra Work Bid Document Unit Price.

2.32 RETENTION POND AND AMENITY POND MAINTENANCE

2.32.1 Contractor shall be required to manage the vegetation within the swales and slopes of Ponds 1, 2, 3 and 6. This management shall include mowing down vegetation on the slopes three (3) times per year. Cattails are to be removed immediately when spotted.

2.32.2 Ponds 4 and 5 (Amenity Ponds) will be cleaned of floating debris and algae on a daily basis Monday through Friday. This will be scheduled for the afternoon so the prevailing wind can gather the debris to the north side of the ponds. All debris is to be gathered and removed to an off-site location.

2.32.3 Ponds 4 and 5 (Amenity Ponds) will be power washed one (1) time per week. The washing will include the raised bulkhead, asphalt path, pier and 4-5 ft. of shoreline. City Representative will schedule the day of the week to complete the washing.

2.32.4 Ponds 4 and 5 will be completely drained and cleaned two (2) times per year.

- a. Contractor will be responsible for complete removal of the water from both ponds using pumps.
- b. Contractor will power wash the entire sides of both concrete lined ponds. All rinsate will be pumped out of the ponds and disposed of onsite by City's Vac truck.
- c. Ponds 4 and 5 contain a plastic liner on the bottom. No vehicles or sharp tools are to be used within Ponds 4 and 5.

- d. Three (3) twelve inch (12") equalization tubes between Ponds 4 and 5 will be cleaned out using a rotating brush and/or high pressure water jet.

2.32.5 Amenity Pond Water Management

The contractor shall apply two (2) Simplot Aquasphere Pro 500K or approved equal per pond per month.

2.33 SYNTHETIC FIELD COOLING SYSTEM

2.33.1 Contractor will be responsible for the maintenance and repair of the synthetic field maintenance cooling system on eight (8) fields.

2.33.2 Maintenance will include running the system via the field controller bi-weekly to check the following:

- a. Automatic operation of the dedicated booster pump.
- b. Operation and arc adjustment of the sixteen (16) Mirage M-160 and thirty-six (36) Mirage M-180 sprinkler heads
- c. Repair to the components of the Synthetic Field Cooling System will be billed according to the Extra Work Bid Document unit price.

2.34 BASEBALL/SOFTBALL INFIELD MAINTENANCE

2.34.1 Daily work requirements/field preparation: This work will be done on a daily basis unless indicated, and is based on the schedule provided by the Community Services Department. There are thirteen (13) fields for this contract. One person may prep no more than seven (7) fields per day.

2.34.2 Patching and tamping the batter's box and pitching mounds:

- a. Sweep and remove loose material from hole(s).
- b. Lightly water area to be repaired and let soak in.
- c. Scratch area with steel rake or landscape rake to create bonding surface for existing or new material that is being used for the repair.
- d. Fill hole with material and again lightly water and let soak in.
- e. When material is firm enough, tamp until compacted.
- f. The finished product should be level with the surrounding area.

- g. The repaired area must not be soft or move under pressure of foot.
- h. Mounds should be kept to the specification given by the City Representative. To retain the quality, shape and playability of the mounds, a mound shape tool must be used.

2.34.3 Raking infield skin to turf transition

Use a leaf rake to rake the skin to turf transition at a 45 degree angle from the turf onto the infield skin. Pull any loose infield mix or debris from the turf edge onto skin. This can be done for any transition zone.

2.34.4 Raking Debris

Use a leaf rake to rake debris such as leaves, grass clippings, sunflower seeds and trash from skinned areas, including bullpens, warning tracks, infields and foul territory and remove from area.

2.34.5 Removing Weeds

Remove weeds from skinned areas including bullpens, warning tracks, infields and foul territory.

2.34.6 Clean out base pegs and insert plugs

Using a base plug clean-out tool to clean dirt from inside base pegs and insert plugs.

2.34.7 Nail Drag/Scarify Infield skin/Warning Track

Moisture content is paramount to successful nail dragging/scarification. The skin must not be too wet or too dry. If too wet, the mix will clump and stick to the implement. If too dry, the implement will not break up the top ¼" to ½" of the mix. When moisture is correct, nail drag/scarify the infield skin in a circular pattern, keeping a distance of at least twelve (12) inches from fencing and concrete and 6 inches (6") from turf edge. Loosen the top ¼" to ½" of skinned area. Nail dragging is a scheduled duty that is to be performed daily. Scarification is a scheduled duty that is to be performed on a weekly basis.

2.34.8 Stiff Drag Infield Skin/Warning Track

Contractor will wet down skinned area to minimize dust prior to dragging infields. Using a stiff drag, drag the infield area in a circular pattern, keeping a distance of at least twelve inches (12") from fencing and concrete and six inches (6") from turf edges. Level and smooth the surface of the area. Begin and end the dragging at different areas of the field daily to avoid creating high and low spots in the infield. Do not drag across turf edges for any reason, as this will create a bump and lip

in the skinned area/turf transition. Stiff dragging the infield is a Scheduled Duty.

2.34.9 Sweep Home Plate and Pitching Rubber

Using a dedicated broom, Contractor shall sweep away any debris that covers the home plate and pitching rubber so that they can be clearly visible to City staff, players and umpires. This is considered an item within the Infield Maintenance-Scheduled Duties.

2.34.10 Water Down Infield Skin

Water is extremely important for the safety and playability of the fields. Utilizing quick coupler valves and infield sprinklers, water down the infield skinned area creating an even dispersal of water. Depending on the amount of sunlight and temperature, more or less water will be needed to be applied to achieve the desired playability and condition. It is not uncommon to water an infield multiple times throughout the day to maintain the proper moisture. This is considered an item within the Infield Maintenance-Scheduled Duties.

2.34.11 Hand Water Infield Turf

Using a quick couple and hose, Contractor shall water infield turf to maintain quality per the City Representative. This is considered an item within the Infield Maintenance-Scheduled Duties.

2.34.12 Edge Infield Apron and Warning Track

a. As needed, Contractor shall use a mechanical edger to edge infield and warning track turf to the specifications set forth by the City Representative. Infield and warning track size should not grow or shrink throughout the year. Use of a scuffle hoe must be limited to an “as needed” basis. This is considered an item within the Infield Maintenance-Scheduled Duties.

b. Contractor shall clean up clippings and debris from the area edged and add fresh infield mix if necessary to fill in uneven areas. This is considered an item within the Infield Maintenance-Scheduled Duties.

c. A smooth, firm transition from skinned area to turf will be the final product. This is considered an item within the Infield Maintenance-Scheduled Duties.

2.34.13 Add Calcined Clay Conditioner

Per the City Representative, Contractor shall use a walk behind rotary spreader to spread Calcined clay conditioner onto the skinned infield surface in an even pattern being careful not to throw any material onto turf or hardscape. The Contractor may be required to apply five (5) to twenty-five (25) bags of calcined clay to an infield at one time.

This is considered an item within the Infield Maintenance-Scheduled Duties.

2.34.14 Stock Field Storage Boxes with Chalk

Stock all storage boxes with chalk.

2.34.15 Laser Grading of Skinned Surfaces

Contractor is responsible for laser grading all thirteen (13) ball fields field one time per year. This is considered a Seasonal Duty.

2.35 ADDITIONAL SEASONAL DUTIES/REQUIREMENTS

2.35.1 Lip Management

Per the City Representative, Contractor shall use a walk behind verticutter to verticut the initial twelve inches (12") of turf at the skin/turf transition in two (2) directions using a crossing pattern. Remove debris and thoroughly leaf rake the area to remove as much infield mix from the turf as possible. Aerify with a walk behind aerifer in two (2) directions. Use a leaf rake to remove cores from turf. This is a Seasonal Duty

2.35.2 Remove/Install Pitchers Mounds

Contractor ,may be required to install or remove pitching mounds as directed by the City Representative per the Extra Work Unit Cost. Each mound is to be installed to the specifications provided by the City Representative to assure proper distances and field requirements are being preserved. This is a Seasonal Duty

2.35.3 Home Run Fence Installation/Removal

Contractor shall provide labor to Install/Remove Homerun fences as directed by the City Representative. This is a Seasonal Duty

2.35.4 Install/Remove Pitching Rubbers, Home Plates and Base Pegs

Contractor shall provide labor and materials to install pitching rubbers, home plates and base pegs as directed by the City Representative. This is a Seasonal Duty

2.36 MANDATORY EQUIPMENT FOR INFIELD MAINTENANCE

The City Representative will regularly inspect equipment. If the equipment is missing pieces or not functioning properly, this jeopardizes the safety and playability of the finished product and a notice of deduction will be issued (per Section 2.9.2 Performance Failure). The following equipment is required for each person prepping an infield;

- a. 49hp tractor with turf tires, a front loading bucket and three point hitch. Attachments for the tractor will include a top dresser, rototiller, scarifier, fertilizer spreader and a box blade.
- b. One ton dump truck to haul materials
- c. An infield maintenance specialty cart, such as the John Deere Bunker Rake Model 1200A.
- d. Stiff drag mat measuring six feet wide by eighteen inches deep that is in good working condition.
- e. Nail drags
- f. Aluminum landscape rakes
- g. Tamps
- h. Leaf rakes
- i. Mound Slope Tool
- j. Broom
- k. Walk behind rotary fertilizer spreader
- l. String line
- m. Mechanical edger
- n. Scuffle hoe
- o. Seventy-five foot hoses
- p. One-inch adjusting hose end spray nozzle
- q. One-inch Nelson quick coupling valve

2.37 VOLLEYBALL COURTS/TENNIS COURTS/BASKETBALL COURTS
MAINTENANCE

- 2.37.1 Contractor shall remove trash, glass and debris from each sand volleyball daily seven (7) days a week.
- 2.37.2 Contractor shall rake and level sand using an aluminum landscape rake or other approved equipment daily, seven (7) days a week to maintain the required distance from the top of the net to the sand. Water shall be added to minimize dust as needed. Contractor shall add approved sand as necessary to maintain proper level.
- 2.37.3 Contractor shall airbroom all tennis and basketball courts daily, prior to

9:00 a.m., seven (7) days per week.

- 2.37.4 Contractor shall wash tennis and basketball courts on a predetermined scheduled day once per week between the hours of 4:00 a.m. and 10:00 a.m. in order to not interfere with normal playing activity. Washing of the courts shall include the use of a water broom and roll drying squeegee. Tennis court windscreens shall be washed when deemed necessary at the direction of the City representative.

APPENDIX A ORDINANCE 90-02

REGULATIONS FOR USE OF POWER LEAF BLOWERS IN THE CITY OF IRVINE

1. Use leaf blowers between 8:00 a.m. and 5:00 p.m. on weekdays, and between 9:00 a.m. and 5:00 p.m. on Saturdays. Leaf blowers may not be used on Sundays. Use of leaf blowers at any other time is a violation of City law.
2. All leaf blowers must be operated in accordance with City regulations so that they will not emit more than 70 decibels of noise in operation. They must comply with CARB emission and noise standards and have a manufacturer's sticker confirming the machine meets this standard.
3. Violation of these regulations is a misdemeanor and subject to a penalty prescribed by law for each violation, which is typically \$250.00 per citation.
4. All leaf blowers shall be operated at the lowest possible speed to do the job. Maximum speed is seldom necessary.
5. Check wind direction before using a leaf blower. Leaf blowers shall not be operated within a horizontal distance of ten (10) feet of any door, window or building opening. Look for open doors and windows, freshly washed cars, children or pets at play, and other things that could be harmed by blowing dust, leaves or debris.
6. Loosen debris with rakes and brooms before using a leaf blower. Do not use a blower to get leaves out of a planter bed; this generates excessive dust and airborne debris. A rake shall be used to gather leaves into piles.
7. Clean up after using blowers and other equipment. Dispose of debris within six (6) hours in a manner that prevents dispersal of the debris. It is against the law to blow debris onto City streets or onto private property.
8. Use the full blower nozzle extension, close to the ground, so the air stream can work efficiently with a minimum spread of dust.
9. Check the condition of your leaf blower, including the muffler, air intakes and air filter, on a regular basis to ensure the unit is operating properly. Repair immediately or discontinue use of the blower when you suspect it is not operating within the acceptable noise level.

APPENDIX B - MAPS

B1 Orange County Great Park Map 1: Detail of location and the majority of where work shall be performed



B3 Orange County Great Park Map 3: Weed abatement areas highlighted in yellow



APPENDIX C

PUBLIC WORKS INTEGRATED PEST MANAGEMENT POLICY

{Begins on next page}



Public Works Department Maintenance Operations Policies and Procedures

INTEGRATED PEST MANAGEMENT PROGRAM

PURPOSE: To establish criteria for an Integrated Pest Management (IPM) Program.

POLICY: The City of Irvine will focus on long-term prevention or suppression of pest problems with minimum impact on human health, the environment, and nontarget organisms with the limited use of pesticides in accordance with direction provided by the City Council for Parks, Fields and Playgrounds; and City-wide Pest Management Guiding Principles:

City-wide Pest Management Guiding Principles

- a. Use of organic pesticides in all City properties.
- b. Limit exposure to any pesticides where children and the general public congregate.
- c. Incorporate additional guidance on use of pesticides for city rights of way, facilities, and other properties as reflected in the staff report.
- d. Use EPA Level pesticides in a targeted manner, and only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when pests cannot be managed by other methods that we would have.

PROCEDURES:

Prevention

1. Public Works Staff shall review all new development and rehabilitation projects plans to verify compatibility with the site's environment.

Monitoring

1. The Maintenance Divisions shall hire a consultant or contractor to provide regular monitoring services for all of the City's properties.



2. The consultant or contractor shall determine if pest populations are increasing, decreasing, or staying the same and to determine when to use a control tactic.
3. The consultant or contractor shall provide monthly monitoring records which include information such as date of examination, pests found, size and extent of the infestation, location of the infestation, control options utilized, effectiveness of the control options, labor and material costs.

Non Chemical Control Measures

1. The Landscape Division shall utilize cultural controls which are modifications of normal plant care activities that reduce or prevent pests. In addition to those methods used in the pest preventions, other cultural control methods include adjusting the frequency and amount of irrigation, fertilization, and mowing height.
2. The Maintenance Divisions shall utilize mechanical control tactics involve the use of manual labor and machinery to reduce or eliminate pest problems using methods such as handpicking, physical barriers, or machinery to reduce pest abundance indirectly.
3. The Maintenance Divisions shall utilize the use of environmental manipulations that indirectly control or prevent pests by altering temperature, light, and humidity can be effective in controlling pests. Although in outdoor situations these tactics are difficult to use for most pests, they can be effective in controlling birds and mammals if their habitat can be modified such that they do not choose to live or roost in the area.
4. The Maintenance Divisions shall utilize a biological control practice which uses living organisms to reduce pest populations. These organisms are often also referred to as beneficials, natural enemies or biocontrols. They act to keep pest populations low enough to prevent significant economic damage. Biocontrols include pathogens, parasites, predators, competitive species, and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released. The most common organisms used for biological control in landscapes are predators, parasites, pathogens and herbivores.



Pesticide Controls

Pesticides are to be utilized in a prioritized approach on City properties as follows:

Parks, Fields and Playgrounds:

When pesticides are needed, use the following prioritized approach: (1) organic pesticides; (2) Water Quality Act Allowed Pesticides; and (3) EPA Level III “caution” labeled pesticides only when deemed necessary to protect public health and economic impact by a licensed pest control adviser.

Rights of Way (Street medians/parkways) – Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides.
- c. EPA Level III “caution” label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- d. EPA Level II “warning” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.
- e. EPA Level I “danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

Facilities/Buildings – Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides.
- c. Bait formulations of insecticides will be used where appropriate.
- d. EPA Level III “caution” label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- e. EPA Level II “warning” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control advisor and City staff, when other methods do not adequately control the pest.



- f. EPA Level I “danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

Other City Properties – Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides
- c. EPA Level III “caution” label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- d. EPA Level II “warning” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.
- e. EPA Level I “danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest. Pesticides should only be used when other methods fail to provide adequate control of pests and just before pest populations cause an unacceptable damage, since the overuse of pesticides can cause beneficial organisms to be killed and pest resistance to develop.

Approvals and Application of Chemical Pesticides

- 1. Pesticides shall be approved by the Maintenance Division Superintendents for their area of oversight prior to use. A written recommendation of proposed pesticide, including commercial name, concentrations, allocation rates, usage and reentry time shall be prepared by a licensed California Pest Control Adviser and site specific schedule submitted for approval. No work shall begin until written approval of use is obtained and a notice of intent has been filed with the County Agricultural Commissioner’s office, as required. Copies of Safety Data Sheets and specimen labels shall be given to the City prior to pesticide use on City property.
- 2. For Facilities and Building Maintenance, the referenced responsibilities of a licensed pest control adviser presented throughout this policy are to be performed by a California State Licensed Structural Pest Control Operator.
- 3. Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator license/certificate; or a Structural Pest



Control License. Application shall be in strict accordance with all governing regulations. Records of all operations shall be kept per California Department of Pesticide Regulations, or the California Structural Pest Control Board.

4. Pesticides shall be applied in a manner to avoid contamination of non-target areas. Precautionary measures shall be employed to keep the public from entering the spray zone until it is safe.
5. Posting of signs shall be required at all park facilities when any application of pesticides is performed.

Specific requirements for posting are as follows:

- Post signs at all park entrances at least 48 hours prior to spraying applications. The vendor's contact information, chemical name and application date must be listed.
- Place spray notices inside plastic page protectors. Attach them to a four-foot (4') high wooden stake. Signs must be readable 25' away from posted area.
- Leave the same signs up for 72 hours after the spraying applications are completed, then remove promptly.
- A temporary mesh fence such as orange plastic construction fencing can be erected on the perimeter of any area that is to be treated with a broadcast type application with the intent to keep people and pets off the treated area for a period of 24 hours.

Records and Reporting

Records of all pesticides used by the Contractor on City property shall be retained in accordance with Department of Pesticide Regulations. Maintenance Superintendents will keep records of all pesticide usage and the Public Works Department will provide an annual report to the City Council.



Manuel Gomez, Director of Public Works

Approved: March 2, 2016

APPENDIX D

NOTICE OF APPLICATION

{Begins on next page}

Organic Pesticide

Notice Of Application

Date: _____ Time(s): _____

The Material(s) being applied is (are): _____

Product Toxicity Category: _____

(Signal Word)

EPA: _____

Target Pest: _____

Area Treated: _____

(Attach map if Necessary)

Signs will remain posted 72 hours after pesticide application.

Please feel free to contact us: The City of Irvine Public Works @ 949 724-7600



ATTACHMENT II

Soccer Complex						
Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Grass Soccer Fields –per Section 2.21						
Mowing/Edging	\$337.00	43.39	Acres	\$14,622.43	12	\$175,469.16
Line Painting-Per Section 2.22.15a and 2.22.15b	\$ 29.00	17	Fields	\$ 493.00	12	\$ 5,916.00
Synthetic Fields –per Section 2.25						
Synthetic Turf Grooming - per Section 2.25.1a	\$100.00	8 Fields	Fields	\$ 800.00	12	\$ 9,600.00
Synthetic Turf Disinfecting - per Section 2.25.1b	\$ 72.00	8	Fields	\$ 576.00	12	\$ 6,912.00
Litter Removal- per Section 2.25.2	\$ 5.00	8 Fields	Fields	\$ 40.00	12	\$ 480.00
Infill Management on Synthetic Turf – per Section 2.25.4	\$ 1.06	4,000 lbs/field	Fields	\$4,240.00	8	\$ 33,920.00
Synthetic Turf Repair - per Section 2.25.5	\$.10	10,000	Sq.Ft.	\$1,000.00	1	\$ 1,000.00
GMax Testing- per Section 2.25.6	\$700.00	8	Fields	\$5,600.00	1	\$ 5,600.00
Edging Perimeter of Field w/ Walk Behind Edger-Per Section 2.25.7	\$ 5.00	8	Fields	\$ 40.00	12	\$ 480.00
Additional Field Painting per Section 2.22.15e	\$.04	15,000	L.F.	\$ 600.00	1	\$ 600.00
Synthetic Turf Cooling System Maintenance –per Section 2.33	\$ 5.00	8	Fields	\$ 40.00	12	\$ 480.00
Shrub/Groundcover - Per Section 2.23	\$ 222.00	37.92	Acres	\$8,418.24	12	\$ 101,018.88
Trees - Per Section 2.24	\$ 1.50	1321	Trees	\$1,981.50	12	\$ 23,778.00
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	31.7	Acres	\$16,642.50	12	\$ 199,710.00
Irrigation - Per Section 2.26	\$ 7.35	843	Valves	\$ 6,196.05	12	\$ 74,352.60
Total Annual Cost for Soccer Complex Scheduled Duties:						\$ 639,316.64

Name of Company: Merchants Landscape Services

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	86.78	\$ 31,935.04
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	86.78	\$ 15,533.62
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	43.39	\$ 5,380.36
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	86.78	\$ 7,376.30
Best 19-6-12 w/ Polyon @ 6 bags per acre	\$ 198.00	Acre	43.39	\$ 8,591.22
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	520.68	\$ 169,221.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	520.68	\$ 60,919.56
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	43.39	\$ 12,669.88
Best X-Cote 43-0-0 @ 2 bags per acre	\$ 66.00	Acre	43.39	\$ 2,863.74
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	43.39	\$ 1,865.77
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	173.56	\$ 5,901.04
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	173.56	\$ 4,339.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	173.56	\$ 30,373.00
Slice/Spiking Aeration	\$ 135.00	Acre	43.39	\$ 5,857.65
Verti-Drain Aeration w/ hollow tine 5/8"	\$ 350.00	Acre	43.39	\$ 15,186.50
Verti-Drain Aeration w/ 3/4" solid tine	\$ 300.00	Acre	6	\$ 1,800.00
Verti-Cut/Vacuum	\$ 550.00	Acre	43.39	\$ 23,864.50

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	86.78	\$ 69,424.00
Topdress with #30 Washed Silica Sand @ ¼" per Application	\$1,295.00	Acre	86.78	\$ 112,380.10
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	43.39	\$ 43,390.00
Sod with Overseeded Tifway II Thick Cut	\$ 1.49	Sq.Ft.	200,000	\$ 298,000.00
Sod with Tifway II	\$ 1.11	Sq.Ft.	200,000	\$ 222,000.00
Overseed with Black Jack grass seed @ 3 lbs/ 1,000 s.f.	\$ 600.00	Acre	43.39	\$ 26,034.00

Total Annual Cost for Soccer Complex Seasonal Duties: \$1,174,906.28

Total Annual Cost for Soccer Complex Maintenance: **A** \$ 1,814,222.92

BASEBALL COMPLEX

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Baseball Fields –per Section 2.34						
Mowing	\$ 337.00	21.9	Acres	\$ 7,380.30	12	\$ 88,563.60
Infield Maintenance/Prep	\$ 30.00	210	Preps	\$ 6,300.00	12	\$ 75,600.00
Line Painting-Per Section 2.22.15c	\$ 1.00	210	Fields	\$ 210.00	12	\$ 2,520.00
Shrub/Groundcover - Per Section 2.23	\$ 222.00	17.9	Acres	\$ 3,973.80	12	\$ 47,685.60
Trees - Per Section 2.24	\$.50	494	Trees	\$ 247.00	12	\$ 2,964.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	13	Acres	\$ 6,825.00	12	\$ 81,900.00

Name of Company: Merchants Landscape Services

Irrigation - Per Section
2.26

\$ 7.35 480 Valves \$3,528.00 12 \$42,336.00

Total Annual Cost for Baseball Complex Scheduled Duties: \$ 341,569.20

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	43.8	\$ 16,118.40
JTM Activator Fe/Mn @ 8 bags per acre	\$ 400.00	Acre	21.9	\$ 8,760.00
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	21.9	\$ 3,920.10
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	43.8	\$ 5,431.20
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	43.8	\$ 3,723.00
Best 19-6-12 w/ Polyon @ 6 bags per acre	\$ 198.00	Acre	21.9	\$ 4,336.20
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	262.8	\$ 85,410.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	262.8	\$ 30,747.60
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	21.9	\$ 6,394.80
Best X-Cote 43-0-0 @ 2 bags per acre	\$ 66.00	Acre	21.9	\$ 1,445.40
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	21.9	\$ 941.70
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	87.6	\$ 2,978.40
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	87.6	\$ 2,190.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	87.6	\$ 15,330.00
Slice/Spiking Aeration	\$ 135.00	Acre	21.9	\$ 2,956.50

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Verti-Cut/Vacuum	\$ 550.00	Acre	21.9	\$ 12,045.00
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	43.8	\$ 35,040.00
Topdress with #30 Washed Silica Sand @ ¼" per Application	\$1,295.00	Acre	43.8	\$ 56,721.00
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$1,000.00	Acre	21.9	\$ 21,900.00
Sod with Overseeded Tifway II Thick Cut	\$ 1.49	Sq.Ft.	20,000	\$ 29,800.00
Sod with Tifway II	\$ 1.11	Sq.Ft.	10,000	\$ 11,100.00
Overseed with Black Jack grass seed @ 3 lbs/ 1,000 s.f.	\$.01	Sq.Ft.	20,000	\$ 200.00
Remove/Install Pitchers Mound – per Section 2.35.2	\$ 550.00	Field	6	\$ 3,300.00
Infield Lip Management – per Section 2.35.1	\$ 50.00	Field	7	\$ 350.00
Move/Install Home Run Fencing – per Section 2.35.3	\$ 5.00	Field	6	\$ 30.00
Gail Materials Stabilized Pro Gold Infield Mix	\$ 55.00	Tons	175	\$ 9,625.00
Gail Playball Infield Conditioner – per Section 2.34.13	\$ 500.00	Tons	84	\$ 42,000.00
Hilltopper	\$ 900.00	Tons	21	\$ 18,900.00
Laser Grade Skinned Infield – per Section 2.34.15	\$ 1,150.00	Field	7	\$ 8,050.00

Total Annual Cost for Baseball Complex Seasonal Duties: \$ 439,744.30

Total Annual Cost for Baseball Complex Maintenance:

B \$ 781,313.50

Name of Company: Merchants Landscape Services

SOFTBALL COMPLEX

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Softball Fields –per Section 2.34						
Mowing	\$ 337.00	9.05	Acre	\$ 3,049.85	12	\$ 36,598.20
Infield Maintenance/Prep	\$ 30.00	150	Preps	\$ 4,500.00	12	\$ 54,000.00
Line Painting-Per Section 2.22.15c	\$ 1.00	150	Fields	\$ 150.00	12	\$ 1,800.00
Shrub/Groundcover - Per Section 2.23	\$ 222.00	7.4	Acres	\$ 1,642.80	12	\$ 19,713.60
Trees - Per Section 2.24	\$.50	949	Trees	\$ 474.50	12	\$ 5,694.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	0.6	Acres	\$ 315.00	12	\$ 3,780.00
Irrigation - Per Section 2.26	\$ 7.35	192	Valves	\$ 1,411.20	12	\$ 16,934.40

Total Annual Cost for Softball Complex Scheduled Duties: \$ 138,520.20

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit Quantity	Unit	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	18.1	Acre	\$ 6,660.80
JTM Activator Fe/Mn @ 8 bags per acre	\$ 400.00	18.1	Acre	\$ 7,240.00
JTM Activator Ca @ 8 bags per acre	\$ 179.00	18.1	Acre	\$ 3,239.90
Best NitraKing @ 6 bags per acre	\$ 124.00	9.05	Acre	\$ 1,122.20
Calcium Nitrate @ 6 bags per acre	\$ 85.00	18.1	Acre	\$ 1,538.50
Best 19-6-12 w/ Polyon @ 6 bags per acre	\$ 198.00	9.05	Acre	\$ 1,791.90
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	108.6	Acre	\$ 35,295.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	108.6	Acre	\$ 12,706.20

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	9.05	Acre	\$ 2,642.60
Best X-Cote 43-0-0 @ 2 bags per acre	\$ 66.00	9.05	Acre	\$ 597.30
Best 21-0-0 @ 3 bags per acre	\$ 43.00	9.05	Acre	\$ 389.15
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	36.2	Acre	\$ 1,230.80
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	36.2	Acre	\$ 905.00
Aerate with 5/8" Hollow tines	\$ 175.00	36.2	Acre	\$ 6,335.00
Slice/Spiking Aeration	\$ 135.00	9.05	Acre	\$ 1,221.75
Verti-Cut/Vacuum	\$ 550.00	9.05	Acre	\$ 4,977.50
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	18.1	Acre	\$ 14,480.00
Topdress with #30 Washed Silica Sand @ ¼" per Application	\$1,295.00	18.1	Acre	\$ 23,439.50
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$1,000.00	9.05	Acre	\$ 9,050.00
Sod with Overseeded Tifway II Thick Cut	\$ 1.49	10,000	Sq.Ft.	\$ 14,900.00
Sod with Tifway II	\$ 1.11	5,000	Sq.Ft.	\$ 5,550.00
Overseed with Black Jack grass seed @ 3 lbs/ 1,000 s.f.	\$.01	10,000	Sq.Ft.	\$ 100.00
Remove/Install Pitchers Mound – per Section 2.35.2	\$ 550.00	6	Field	\$ 3,300.00
Infield Lip Management – per Section 2.35.1	\$ 50.00	5	Field	\$ 250.00
Move/Install Home Run Fencing – per Section 2.35.3	\$ 5.00	6	Field	\$ 30.00
Gail Materials Stabilized Pro Gold Infield Mix	\$ 55.00	125	Tons	\$ 6,875.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Gail Playball Infield Conditioner – per Section 2.34.13	\$ 500.00	60	Tons	\$ 30,000.00
Hilltopper	\$ 900.00	15	Tons	\$ 13,500.00
Laser Grade Skinned Infield – per Section 2.34.15	\$1,150.00	5	Field	\$ 5,750.00

Total Annual Cost for Softball Complex Seasonal Duties: \$ 215,118.10

Total Annual Cost for Softball Complex Maintenance: **C** \$ 353,638.30

Tennis Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
<u>Tennis Court Maintenance-Per Section 2.37</u>						
Tennis Court Maintenance - Per Section 2.37.4	\$ 10.00	25	Courts	\$ 250.00	12	\$ 3,000.00
Shrub/Groundcover - Per Section 2.23	\$ 222.00	3	Acres	\$ 666.00	12	\$ 7,992.00
Trees - Per Section 2.24	\$.50	160	Trees	\$ 80.00	12	\$ 960.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29 & 2.37	\$ 525.00	8	Acres	\$4,200.00	12	\$ 50,400.00
Irrigation - Per Section 2.26	\$ 7.35	92	Valves	\$ 676.20	12	\$ 8,114.40

Total Annual Cost for Tennis Complex Scheduled Duties: \$ 70,466.40

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	6	\$ 2,208.00
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	6	\$ 1,074.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	36	\$ 11,700.00
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	3	\$ 876.00
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	12	\$ 408.00
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	12	\$ 300.00

Total Annual Cost for Tennis Complex Seasonal Duties: \$ 16,566.00

Total Annual Cost for Tennis Complex Maintenance: D \$ 87,032.40

Volleyball Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Sand Volleyball Court Maintenance						
Sand Volleyball Maintenance - Per Section 2.37.2	\$ 10.00	5	Courts	\$ 50.00	12	\$ 600.00
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	0.5	Acres	\$ 168.50	12	\$ 2,022.00
Shrub/Groundcover - Per Section 2.23	\$ 222.00	2	Acres	\$ 444.00	12	\$ 5,328.00
Trees - Per Section 2.24	\$ 1.00	16	Trees	\$ 16.00	12	\$ 192.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29 & 2.37	\$ 525.00	1	Acres	\$ 525.00	12	\$ 6,300.00
Additional approved sand to maintain required level	\$ 50.40	Tons	5	252.00		\$ 252.00
Irrigation - Per Section 2.26	\$ 7.35	24	Valves	\$ 176.40	12	\$ 2,116.80

Total Annual Cost for Volleyball Complex Scheduled Duties: \$ 16,810.80

Name of Company: Merchants Landscape Services

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	1	\$ 368.00
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	1	\$ 179.00
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	0.5	\$ 62.00
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	1	\$ 85.00
Best 19-6-12 w/ Polyon @ 6 bags per acre	\$ 198.00	Acre	0.5	\$ 99.00
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	6	\$ 1,950.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	6	\$ 702.00
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	0.5	\$ 146.00
Best X-Cote 43-0-0 @ 2 bags per acre	\$ 66.00	Acre	0.5	\$ 33.00
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	0.5	\$ 21.50
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	2	\$ 68.00
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	2	\$ 50.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	2	\$ 350.00
Slice/Spiking Aeration	\$ 135.00	Acre	0.5	\$ 67.50
Verti-Drain Aeration w/ hollow tine 5/8"	\$ 350.00	Acre	0.5	\$ 175.00
Verti-Cut/Vacuum	\$ 550.00	Acre	0.5	\$ 275.00
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	1	\$ 800.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	1	\$ 1,000.00

Total Annual Cost for Volleyball Complex Seasonal Duties: \$ 6,431.00

**Total Annual Cost for Volleyball Complex
Maintenance:**

E \$ 23,241.80

UPPER BOSQUE

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. Of Months	Total Annual Cost
SCHEDULED DUTIES						
Upper Bosque Maintenance						
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	0.1	Acres	\$ 33.70	12	\$ 404.40
Shrub/Groundcover - Per Section 2.23	\$ 222.00	17.4	Acres	\$ 3,862.80	12	\$ 46,353.60
Trees - Per Section 2.24.4	\$ 1.00	461	Trees	\$ 461.00	12	\$ 5,532.00
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	1.5	Acres	\$ 787.50	12	\$ 9,450.00
Irrigation - Per Section 2.26	\$ 7.35	127	Valves	\$ 933.45	12	\$ 11,201.40

Total Annual Cost for Upper Bosque Scheduled Duties: \$ 72,941.40

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	34.8	\$ 12,806.40
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	34.8	\$ 6,229.20

Name of Company: Merchants Landscape Services

Task	Price per Unit		Unit Quantity	Total Annual Cost
Best NitraKing @ 6 bags per acre	<u>\$ 124.00</u>	Acre	17.4	<u>\$ 2,157.60</u>
Growth Products Sodium Knockout @ 10 gallons/acre	<u>\$ 325.00</u>	Acre	208.8	<u>\$ 67,860.00</u>
Simplot All Season 10-2-8 Organic @ 8 bags/acre	<u>\$ 117.00</u>	Acre	17.4	<u>\$ 2,035.80</u>
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	<u>\$ 34.00</u>	Acre	69.6	<u>\$ 2,366.40</u>
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	<u>\$ 25.00</u>	Acre	69.6	<u>\$ 1,740.00</u>
Aerate with 5/8" Hollow tines	<u>\$ 175.00</u>	Acre	0.2	<u>\$ 35.00</u>
Slice/Spiking Aeration	<u>\$ 135.00</u>	Acre	0.2	<u>\$ 27.00</u>
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	<u>\$ 800.00</u>	Acre	0.1	<u>\$ 80.00</u>
Topdress with Agromin 1/4"Universal Turf Amendment @ 650 cu. ft./acre	<u>\$ 1,000.00</u>	Acre	0.1	<u>\$ 100.00</u>
Total Annual Cost for Upper Bosque Seasonal Duties:				<u>\$ 95,437.40</u>
Total Annual Cost for Upper Bosque Maintenance:				F <u>\$ 168,378.80</u>

Name of Company: Merchants Landscape Services

UPPER BEE CANYON

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Est. No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Bee Canyon Maintenance						
Shrub/Groundcover - Per Section 2.23	\$ 222.00	24.1	Acres	\$ 5,350.20	12	\$ 64,202.40
Trees - Per Section 2.24.4	\$ 1.00	567	Trees	\$ 567.00	12	\$ 6,804.00
Environmental/Recreation/ Facilities/Hardscape- Per Sections 2.28 & 2.29	\$ 525.00	12.1	Acres	\$ 6,352.50	12	\$ 76,230.00
Irrigation - Per Section 2.26	\$ 7.35	331	Valves	\$ 2,432.85	12	\$ 29,194.20

Total Annual Cost for Upper Bee Canyon Scheduled Duties: \$ 176,430.60

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	48.2	\$ 17,737.60
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	48.2	\$ 8,627.80
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	48.2	\$ 5,976.80
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	289.2	\$ 93,990.00
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	48.2	\$ 14,074.40
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	48.2	\$ 1,638.80
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	289.2	\$ 7,230.00

Total Annual Cost for Upper Bee Canyon Seasonal Duties: \$ 149,275.40

Total Annual Cost for Upper Bee Canyon Maintenance: **G** \$ 325,706.00

Name of Company: Merchants Landscape Services

Streetscape

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Streetscape Maintenance						
Shrub/Groundcover - Per Section 2.23	\$ 222.00	8.16	Acres	\$ 1,811.52	12	\$ 21,738.24
Trees - Per Section 2.24.4	\$ 1.00	463	Trees	\$ 463.00	12	\$ 5,556.00
Irrigation - Per Section 2.26	\$ 7.35	116	Valves	\$ 852.60	12	\$ 10,231.20
Total Annual Cost for Streetscape Scheduled Duties:					\$ 37,525.44	

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	16.32	\$ 6,005.76
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	16.32	\$ 2,921.28
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	16.32	\$ 2,023.68
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	97.92	\$ 31,824.00
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	8.16	\$ 2,382.72
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	32.64	\$ 1,109.76
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	32.64	\$ 816.00
Total Annual Cost for Streetscape Seasonal Duties:				\$ 47,083.20

Total Annual Cost for Streetscape Maintenance:

H \$ 84,608.64

Name of Company: Merchants Landscape Services

Squadron Lot

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
<u>Squadron Lot Maintenance</u>						
Shrub/Groundcover - Per Section 2.24	<u>\$ 222.00</u>	4.3	Acres	<u>\$954.60</u>	12	<u>\$ 11,455.20</u>
Trees - Per Section 2.25	<u>\$ 1.00</u>	510	Trees	<u>\$510.00</u>	12	<u>\$ 6,120.00</u>
Irrigation - Per Section 2.27	<u>\$ 7.35</u>	36	Valves	<u>\$264.60</u>	12	<u>\$ 3,175.20</u>
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.29 & 2.30	<u>\$ 525.00</u>	11.8	Acres	<u>\$6,195.00</u>	12	<u>\$ 74,340.00</u>

Total Annual Cost for Squadron Lot Scheduled Duties: \$ 95,090.40

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	<u>\$ 368.00</u>	Acre	8.6	<u>\$ 3,164.80</u>
Simplot All Season 10-2-8 Organic @ 8 bags/acre	<u>\$ 292.00</u>	Acre	8.6	<u>\$ 2,511.20</u>
Best 21-0-0 @ 3 bags per acre	<u>\$ 43.00</u>	Acre	8.6	<u>\$ 369.80</u>
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	<u>\$ 34.00</u>	Acre	4.3	<u>\$ 146.20</u>
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	<u>\$ 25.00</u>	Acre	4.3	<u>\$ 107.50</u>

Total Annual Cost for Squadron Lot Seasonal Duties: \$ 6,299.50

Total Annual Cost for Squadron Lot Maintenance: I \$ 101,389.90

Name of Company: Merchants Landscape Services

Palm Court Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Palm Court Complex Maintenance						
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	1.1	Acres	\$ 370.70	12	\$ 4,448.40
Shrub/Groundcover - Per Section 2.23	\$ 222.00	0.3	Acres	\$ 66.60	12	\$ 799.20
Trees - Per Section 2.24.4	\$ 20.00	54	Palms	\$ 1,080.00	12	\$ 12,960.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	1.51	Acres	\$ 792.75	12	\$ 9,513.00
Irrigation - Per Section 2.26	\$ 7.35	14	Valves	\$ 102.90	12	\$ 1,234.80
Total Annual Cost for Palm Court Complex Scheduled Duties:						\$ 28,955.40

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	2.2	\$ 809.60
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	2.2	\$ 393.80
Best NitraKing @ 6 bags per acre	\$ 198.00	Acre	1.1	\$ 217.80
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	2.2	\$ 187.00
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	12.1	\$ 3,932.50
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	12.1	\$ 1,415.70
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	1.1	\$ 321.20
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	1.1	\$ 47.30

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	<u>\$ 34.00</u>	Acre	4.4	<u>\$ 149.60</u>
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	<u>\$ 25.00</u>	Acre	4.4	<u>\$ 110.00</u>
Aerate with 5/8" Hollow tines	<u>\$ 175.00</u>	Acre	4.4	<u>\$ 770.00</u>
Slice/Spiking Aeration	<u>\$ 135.00</u>	Acre	1.1	<u>\$ 148.50</u>
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	<u>\$ 800.00</u>	Acre	2.2	<u>\$ 1,760.00</u>
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	<u>\$ 1,000.00</u>	Acre	2.2	<u>\$ 2,200.00</u>

Total Annual Cost for Palm Court Complex Seasonal Duties: \$ 12,463.00

**Total Annual Cost for Palm Court Complex
Maintenance:** J \$ 41,418.40

Name of Company: Merchants Landscape Services

Terrace Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Terrace Complex Maintenance						
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	3.2	Acres	\$ 1,078.40	12	\$ 12,940.80
Shrub/Groundcover - Per Section 2.23	\$ 222.00	2.93	Acres	\$ 650.46	12	\$ 7,805.52
Trees - Per Section 2.24	\$ 1.00	77	Trees	\$ 77.00	12	\$ 924.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	1	Acres	\$ 525.00	12	\$ 6,300.00
Irrigation - Per Section 2.26	\$ 7.35	24	Valves	\$ 176.40	12	\$ 2,116.80

Total Annual Cost for Terrace Complex Scheduled Duties: \$ 30,087.12

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	6.4	\$ 2,355.20
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	6.4	\$ 1,145.60
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	3.2	\$ 396.80
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	6.4	\$ 544.00
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	38.4	\$ 12,480.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	38.4	\$ 4,492.80
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	3.2	\$ 934.40
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	3.2	\$ 137.60
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	12.8	\$ 435.20

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	12.8	\$ 320.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	12.8	\$ 2,240.00
Slice/Spiking Aeration	\$ 135.00	Acre	3.2	\$ 432.00
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	6.4	\$ 5,120.00
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	6.4	\$ 6,400.00
Total Annual Cost for Terrace Complex Seasonal Duties:				\$ 37,433.60

Total Annual Cost for Terrace Complex Maintenance: **K \$ 67,520.72**

Visitors Center Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Visitors Center Complex Maintenance						
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	3.18	Acres	\$ 1,071.66	12	\$ 12,859.92
Shrub/Groundcover - Per Section 2.23	\$ 222.00	0.22	Acres	\$ 48.84	12	\$ 586.08
Trees - Per Section 2.24	\$ 11.00	40	Trees	\$ 440.00	12	\$ 5,280.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	0.5	Acres	\$ 262.50	12	\$ 3,150.00
Irrigation - Per Section 2.26	\$ 7.35	23	Valves	\$ 169.05	12	\$ 2,028.60
Total Annual Cost for Visitors Center Complex Scheduled Duties:						\$ 23,904.60

Name of Company: Merchants Landscape Services

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	6.36	\$ 2,340.48
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	6.36	\$ 1,138.44
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	3.18	\$ 394.32
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	6.36	\$ 540.60
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	38.16	\$ 12,402.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	38.16	\$ 4,464.72
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	3.18	\$ 928.56
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	3.18	\$ 136.74
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	12.72	\$ 432.48
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	12.72	\$ 318.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	12.72	\$ 2,226.00
Slice/Spiking Aeration	\$ 135.00	Acre	3.18	\$ 429.30
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	6.36	\$ 5,088.00
Topdress with Agromin 1/4"Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	6.36	\$ 6,360.00

Total Annual Cost for Visitors Center Complex Seasonal Duties: \$ 37,199.64

Total Annual Cost for Visitors Center Complex Maintenance:

L \$ 61,104.24

Name of Company: Merchants Landscape Services

Balloon Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Balloon Complex Maintenance						
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	0.3	Acres	\$ 101.10	12	\$ 1,213.20
Shrub/Groundcover - Per Section 2.23	\$ 222.00	1.2	Acres	\$ 266.40	12	\$ 3,196.80
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	3.8	Acres	\$ 1,995.00	12	\$ 23,940.00
Irrigation - Per Section 2.26	\$ 7.35	10	Valves	\$ 73.50	12	\$ 882.00

Total Annual Cost for Balloon Complex Scheduled Duties: \$ 29,232.00

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	0.6	\$ 220.80
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	0.6	\$ 107.40
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	0.3	\$ 37.20
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	0.6	\$ 51.00
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	3.6	\$ 1,170.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	3.6	\$ 421.20
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	0.3	\$ 87.60
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	0.3	\$ 12.90
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	1.2	\$ 40.80

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	1.2	\$ 30.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	0.3	\$ 52.50
Slice/Spiking Aeration	\$ 135.00	Acre	0.3	\$ 40.50
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	0.6	\$ 480.00
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	0.6	\$ 600.00
Total Annual Cost for Balloon Complex Seasonal Duties:				\$ 3,351.90

Total Annual Cost for Balloon Complex Maintenance: M \$ 32,583.90

Weed Abatement Areas						
Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Weed Abatement Areas-Per Section						
<u>2.31.1</u>						
Vegetation Management	\$ 9.00	73	Acres	\$ 657.00	12	\$ 7,884.00

Total Annual Cost for Weed Abatement Area Maintenance:

N \$ 7,884.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
<u>Retention Pond and Amenity Pond Maintenance</u>						
Vegetation Management in Ponds 1,2,3 and 6 per Section 2.32.1	<u>\$ 100.00</u>	2.8	Acre	<u>\$ 280.00</u>	12	<u>\$ 3,360.00</u>
Amenity Pond Maintenance per Section 2.32.2 and 2.32.3	<u>\$.10</u>	7,200	Sq.Ft.	<u>\$ 720.00</u>	12	<u>\$ 8,640.00</u>
Amenity Pond Maintenance AquaSphere 500K Gallon per Section 2.32.5	<u>\$ 81.00</u>	4	Spheres	<u>\$ 324.00</u>	12	<u>\$ 3,888.00</u>

Total Annual Cost for Retention Basin Scheduled Duties:

\$ 15,888.00

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Amenity Pond Draining and Cleaning per Section 2.32.4	<u>\$.14</u>	28,956	Sq.Ft.	<u>\$ 4,053.84</u>	2	<u>\$ 8,107.68</u>
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Total Annual Cost for Retention Basin Seasonal Duties:

\$ 8,107.68

Total Annual Cost for Retention Basin Maintenance:

O

\$ 23,995.68

Name of Company: Merchants Landscape Services

Reimbursement for rotors per Section 2.26.2 (Western Sector Only)

Task	Price per Unit	Unit	Avg. Annual Quantity	Total Estimated Annual Cost
Rain Bird 6504 stainless steel rotor	\$ 70.00	each	30	\$ 2,100.00
Rain Bird 8005 stainless steel rotor	\$ 50.00	each	40	\$ 2,000.00
Rain Bird 5006 stainless steel rotor	\$ 22.00	each	100	\$ 2,200.00
Rain Bird 5012 stainless steel rotor	\$ 23.00	each	40	\$ 920.00
Hunter MP Rotator	\$ 5.00	each	50	\$ 250.00
Rainbird Rotary 17-24	\$ 4.00	each	75	\$ 300.00
Mirage M-160	\$2,600.00	each	2	\$ 5,200.00
Mirage M-180	\$2,700.00	each	2	\$ 5,400.00

Total Estimated Annual Cost for Rotor Reimbursement:**P \$ 18,370.00****EXTRA WORK UNIT COST (WORK NOT GUARANTEED)**

This contract requires that the contractor maintains adequate labor and equipment resources to accomplish functions including, but not limited to those included in the Extra Work Unit Cost Sheet listed below. The cost basis for all extra work shall be with material and labor supplied unless specified labor only. These unit costs shall assume that contractor personnel not normally assigned to the scheduled duties associated with the contract will be completing the task.

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
Fertilization				
Tree spikes	\$ 1.00	spike	6,000	\$ 6,000.00
Topdressing, Tierra Verde Industries (TVI) 100	\$ 30.00	cu. yd.	200	\$ 6,000.00
Decomposed Granite - Gail Materials Natricil Stabilized Gold	\$ 65.00	cu. yd.	100	\$ 6,500.00
Shrub Reductions				
Cut and Haul	\$.03	sq. ft.	5,000	\$ 150.00
Removal of debris to dump				
Remove and dispose	\$ 10.00	cu. yd.	100	\$ 1,000.00

Name of Company: Merchants Landscape Services

Ground Covers

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
Mow/trim/thin/remove & dispose of debris	\$ 150.00	acre	10	\$ 1,500.00
Employee Labor Rates				
Laborer	\$ 27.00	hour	480	\$ 12,960.00
Irrigator Technician	\$ 40.00	hour	200	\$ 8,000.00
Inclement Weather Crew	\$ 50.00	hour	200	\$ 10,000.00
Spray Technician	\$ 40.00	hour	80	\$ 3,200.00
Water truck (water provided onsite from fire hydrant)	\$ 30.00	hour	150	\$ 4,500.00
Dumpster – 20 yard (trash or green waste - includes dump fees – does not include labor to fill)	\$ 100.00	each	20	\$ 2,000.00
Dumpster – 40 yard (trash or green waste - includes dump fees – does not include labor	\$ 200.00	each	20	\$ 4,000.00
Plant Material (3 hand waterings required unless specified along with JTM complete @ 1 cup per 1 or 2 gallon, 2 cups per 5 gallon & 4 cups per 15 gallon or greater)				
1-gallon common shrub	\$ 9.00	shrub	1000	\$ 9,000.00
1-gallon native grass	\$ 11.00	shrub	1000	\$ 11,000.00
1-gallon "California Friendly" shrub	\$ 11.00	shrub	1,000	\$ 11,000.00
2-gallon carpet rose	\$ 18.00	shrub	250	\$ 4,500.00
5-gallon common shrub	\$ 18.00	shrub	250	\$ 4,500.00
5-gallon native grass	\$ 22.00	shrub	250	\$ 5,500.00
5-gallon "California Friendly" shrub	\$ 22.00	shrub	250	\$ 5,500.00
15-gallon common shrub	\$ 55.00	shrub	100	\$ 5,500.00
15-gallon native grass	\$ 55.00	shrub	100	\$ 5,500.00
15-gallon "California Friendly" shrub	\$ 55.00	shrub	100	\$ 5,500.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
15-gallon tree with all hardware, 2 hand waterings per week for 3 weeks and a 6 month warranty	<u>\$ 110.00</u>	tree	25	<u>\$ 2,750.00</u>
24" box tree with all hardware, 2 hand waterings per week for 3 weeks and 6 month warranty	<u>\$ 310.00</u>	tree	25	<u>\$ 7,750.00</u>
36" box tree with all hardware, 2 hand waterings per week for 3 weeks and 6 month warranty	<u>\$ 850.00</u>	tree	5	<u>\$ 4,250.00</u>
Plant 15-gallon or 24" box tree, include all hardware, 2 hand waterings per week for 3 weeks and a 6 month warranty (tree provided by others and Contractor provides hardware and labor only)	<u>\$ 50.00</u>	tree	10	<u>\$ 500.00</u>
Plant 36" box tree, include all hardware, 2 hand waterings per week for 3 weeks and a 6 month warranty (tree provided by others and Contractor provides hardware and labor only)	<u>\$ 150.00</u>	tree	10	<u>\$ 1,500.00</u>
64 count flat ground cover	<u>\$ 12.00</u>	flats	100	<u>\$ 1,200.00</u>
16 count flat color	<u>\$ 10.00</u>	flats	25	<u>\$ 250.00</u>
UC Verde' Buffalograss	<u>\$ 25.00</u>	flats	50	<u>\$ 1,250.00</u>
Kikuyu grass Sod	<u>\$ 1.40</u>	sq. ft.	10,000	<u>\$ 14,000.00</u>
Tifway II Sod	<u>\$ 1.11</u>	sq. ft.	100,000	<u>\$ 111,000.00</u>
Add a tree bubbler for newly planted trees	<u>\$ 5.00</u>	tree bubbler	60	<u>\$ 300.00</u>

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
Root pruning to below grade and backfill with topsoil	\$.10	linear feet	200	\$ 20.00
Mulch, Tierre Verde Industries, TVI Forest Blend	\$ 22.00	cu. yd.	1,000	\$ 22,000.00
Straw-Filled Wattles/Fiber Roll 8" x 25' (includes staking per manufacturer recommendations, includes labor to install)	\$ 1.10	linear feet	5,000	\$ 5,500.00
Sand Bags (filled w/ approx. 30 lbs of 5/16" fine gravel, includes labor to install/place in field)	\$ 4.00	each	5,000	\$ 20,000.00

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
Trees - Remove, dispose and stump grind various specie trees				
1" – 6" DBH	\$ 30.00	each	10	\$ 300.00
6" – 12" DBH	\$ 50.00	each	10	\$ 500.00
12" – 30" DBH	\$ 450.00	each	10	\$ 4,500.00
30" + DBH	\$ 600.00	each	5	\$ 3,000.00
Trees - Remove and dispose of boxed trees				
24" box	\$ 25.00	each	5	\$ 125.00
36" box	\$ 75.00	each	5	\$ 375.00
48" box	\$ 100.00	each	10	\$ 1,000.00
Rebox trees (discard existing box and hardware, transfer to new box, add backfill mix amendments as needed, install new hardware if needed)				
24" box	\$ 150.00	each	5	\$ 750.00
36" box	\$ 360.00	each	5	\$ 1,800.00
48" box	\$ 650.00	each	10	\$ 6,500.00
Additional Tree Trimming per Section 2.24.4 (discard existing box and hardware, transfer to new box, add backfill mix amendments as needed, install new hardware if needed)				
Palm Trees	\$ 75.00	each	10	\$ 750.00
Elm Trees	\$ 100.00	each	10	\$ 1,000.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
All other trees (1" – 12" DBH)	\$ 27.00	each	25	\$ 675.00
All other trees (12 1/4" – 36")	\$ 65.00	each	50	\$ 3,250.00
All other trees (36"+)	\$ 100.00	each	50	\$ 5,000.00

Flail Mowing

Flail mow undeveloped areas	\$ 75.00	acre	250	\$ 18,750.00
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Irrigation Unit Costs

Rainbird PEBS-R control valve remove, replace, or add new:

1"	\$ 92.00	valve	10	\$ 920.00
1-1/4"	\$ 1.00	valve	10	\$ 10.00
1-1/2"	\$ 103.00	valve	10	\$ 1,030.00
2-1/2"	\$ 1.00	valve	10	\$ 10.00

Replace valve box, standard square 11"x17"-stamped with valve #

	\$ 25.00	valve	10	\$ 250.00
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Replace valve box, 9" round

	\$ 15.00	valve	10	\$ 150.00
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Install Netafin and necessary parts on grade per manufacturers recommendations

	\$.30	linear feet	1,000	\$ 300.00
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Trench install/backfill, UF14 gauge wire @ +/- 12" depth

	\$ 3.00	linear feet	2,000	\$ 6,000.00
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Irrigation Pipe, Sch. 40 - Install at industry standard depths

3/4" – 1 1/2" diameter	\$ 2.50	linear feet	1,000	\$ 2,500.00
2" – 3" diameter	\$ 6.00	linear feet	1,000	\$ 6,000.00
4" diameter	\$ 15.00	linear feet	1,000	\$ 15,000.00

Total Estimated Annual Cost for Extra Work:

R \$ 406,025.00

Name of Company: Merchants Landscape Services

BID SUMMARY

AREA

Total Annual Maintenance Cost:

Soccer Complex	A	\$ 1,814,222.92
Baseball Complex	B	\$ 781,313.50
Softball Complex	C	\$ 353,638.30
Tennis Complex	D	\$ 87,032.40
Volleyball Complex	E	\$ 23,241.80
Upper Bosque	F	\$ 168,378.80
Upper Bee Canyon	G	\$ 325,706.00
Streetscape	H	\$ 84,608.64
Squadron Lot	I	\$ 101,389.90
Palm Court Complex	J	\$ 41,418.40
Terrace Complex	K	\$ 67,520.72
Visitors Center Complex	L	\$ 61,104.24
Balloon Complex	M	\$ 32,583.90
Weed Abatement Areas	N	\$ 7,884.00
Amenity Ponds and Retention Basins	O	\$ 23,995.68

Grand Total for Annual Maintenance:

P \$ 3,974,039.20
(Sum of A thru O)

Total Estimated Annual
Cost for Rotor
Reimbursement:

Q \$ 18,370.00

Total Estimated Annual Cost for Extra
Work:

R \$ 406,025.00

GRAND TOTAL BID PRICE PER YEAR:

\$ 4,398,434.20
(Sum of P+Q+R)

Name of Company: Merchants Landscape Services

2.1

2017 JAN 18 AM 11:18

Memo

To: Orange County Great Park Board of Directors
Via: Sean Joyce, City Manager *SJ*
From: Pete Carmichael, Director Orange County Great Park *PC*
Date: January 17, 2017
Re: Annual Election of Orange County Great Park Corporation Board of Directors Chair and Vice Chair

The Bylaws of the Orange County Great Park Corporation (Article VIII) provide that an annual meeting of the Corporation be held each year in January, at a time to be designated by the board.

The chair and vice chair are elected at the annual meeting by the board. A majority vote of the directors present is required to elect the chair and vice chair (Article VIII).

The election is accomplished through a nomination process, which does not require a second, and can be opened by the chair or the Great Park CEO.

2.2



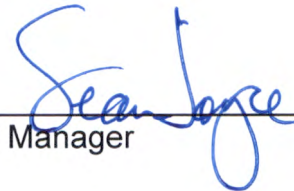
REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: PLANNING FOR THE CULTURAL TERRACE DISTRICT AT THE
ORANGE COUNTY GREAT PARK



Director, Orange County Great Park



City Manager

RECOMMENDED ACTION

1. Direct staff to pursue a City-led planning analysis of the Cultural Terrace, in lieu of the Joint Studies approach, and recommend that the City Council authorize the Mayor to sign a contract amendment with AECOM, Inc. in the amount of \$650,000 for urban design and planning services related to planning for the Cultural Terrace.
2. Recommend that the City Council approve a budget adjustment appropriating funds in the amount of \$650,000 from the Orange County Great Park Fund 180 unallocated fund balance to the City Manager's Office Great Park Section 020 budget for Design Coordination Services (as described in recommendation 1).
3. Recommend that the City Council approve a budget adjustment appropriating funds in the amount of \$50,000 from the Orange County Great Park Fund 180 unallocated fund balance to the City Manager's Office Great Park Section 020 budget for Engineering Support Services related to planning for the Cultural Terrace.

EXECUTIVE SUMMARY

The City's prior planning efforts for the Cultural Terrace district at the Orange County Great Park include the 2007 Great Park Master Plan, multiple feasibility studies conducted between 2007 and 2011, and an April 2015 Great Park Board of Directors workshop that provided guidance for the goals and priority uses for development in the Cultural Terrace. To advance the planning process, in the "Second Agreement with City of Irvine as Adjacent Landowner" (ALA II), the City secured a commitment from Heritage Fields to provide up to \$2 million for "joint planning studies" that would be commissioned by the City and by Heritage Fields El Toro, LLC (Heritage Fields). To date, no joint studies planning work for the Cultural Terrace has been commissioned.

This staff report recommends that, in lieu of those joint studies, the City press forward by independently commissioning a comprehensive planning analysis of the Cultural Terrace, creating an actionable plan that could serve as the foundation for the next steps in the development of the Great Park. That analysis could serve as the basis for attracting private investment, initiating requisite environmental review and entitlement, and assisting in ongoing City-wide capital planning.

As proposed, the plan would include the following three components:

- Market and Economic Evaluation: Assessing the market viability of proposed uses and amenities within the Cultural Terrace.
- Conceptual Design Plan: Site planning for the Cultural Terrace, creating a framework of sub-districts/special places, siting buildings and circulation elements, and evaluating interfaces with surrounding uses and spaces.
- Budget and Implementation Plan: Developing a budget of costs and alternatives for implementation including phasing, City investment, and attraction of private investment from sources such as cultural endowments or a master developer.

Developing the proposed framework would take approximately six to eight months, drawing on public outreach efforts and previous planning work, with regular updates provided to the Board throughout the process. The Cultural Terrace plan would be led by the Economics, Urban Design, and Cost Management practice groups of the City's architectural and engineering consultant, AECOM. AECOM has led significant design and planning projects around the world, including planning for London's QE II Park, a hub for the 2012 Olympics, the master plan for the 2016 Rio Olympic Games, and construction management for One World Trade Center in New York. Engineering support, including surveys, technical studies, and base mapping would be provided by DMC Engineering, a firm already under contract with the City for engineering support services at the Great Park. Both firms were selected through a competitive bid process.

Staff is recommending a budget modification and contract amendment in the amount of \$650,000 from the Orange County Great Park Fund 180 unallocated fund balance for design coordination services provided by AECOM. A budget modification in the amount of \$50,000 is recommended for engineering support services provided by DMC Engineering.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

History of the Cultural Terrace

As originally envisioned in the 2007 Great Park Master Plan, the Cultural Terrace encompassed approximately 93 acres including gardens, cultural amenities, and museums. Between 2007 and 2011 a series of feasibility studies were conducted for a variety of uses within the Great Park. While several of the proposed park amenities were advanced for further planning, the Cultural Terrace elements did not move beyond feasibility studies because the advancement criteria were not met or because implementation was paused while other park elements were developed.

As the Great Park Master Plan has evolved, estimated square footages have been assigned to the various uses planned within the Park. Approximately 331,000 square feet are available for the development of uses in the Cultural Terrace. Any planning effort for the Cultural Terrace would need to reevaluate these uses and intensities in light of current Board and City Council priorities. A site plan for the Great Park is included as Attachment 1. Some level of environmental review according to the California Environmental Quality Act (CEQA) will be necessary for new or expanded uses within the Cultural Terrace.

The November 2013 ALA II provided for up to \$2 million in planning, feasibility, and related technical studies for the Cultural Terrace. The studies would be funded by Heritage Fields and jointly commissioned by Heritage Fields and the City (Joint Studies). ALA II section 9(a)(b) regarding the Joint Studies is included as Attachment 2, and the entire ALA II document is available at the City Clerk's Office.

In April 2015, the Great Park Board held an off-site Cultural Terrace planning workshop. The workshop included an evaluation of the various uses and themes proposed for the Cultural Terrace and resulted in a concise list of goals and priority uses. The identified goals for the Cultural Terrace were:

- Education
- Culture
- Entertainment
- Social Interaction
- Innovation
- Art
- History

The Board also designated a short list of priority uses:

- Amphitheatre
- Lake
- Library
- Museums

The Board also discussed the need for fiscal and budgetary analysis as part of future planning for the Cultural Terrace. The Board's designation of priority uses did not rise to

the level of binding land use decisions, but it did provide general direction for further evaluation through the Joint Studies process.

An initial kickoff meeting for the Joint Studies in April 2015 was hosted by Five Point Communities (Five Point), Development Manager for Heritage Fields. No Joint Studies work was commissioned at that time. In October 2015, an Implementation Letter was drafted by Five Point proposing guidelines for conducting the Joint Studies, including a list of consultants, scopes of work, and method of payment. Based on the process outlined in the letter, Five Point was to contract with the approved consultants and identify the City as a third party beneficiary. The letter was approved by the Board and City Council on November 24, 2015 after Board-requested changes were made to add fiscal and budgetary analysis to the scope and to modify the process to ensure City Staff is present for all meetings and included on all draft work product. The letter was fully executed in February 2016 and is included as Attachment 3. A second kickoff meeting for the Joint Studies was hosted by Five Point in June 2016.

To date, no Joint Studies work for the planning of the Cultural Terrace has been commissioned. AECOM, designated as the City's representative planning consultant for the Joint Studies, has reached an impasse in contract negotiations with Heritage Fields over confidentiality language. AECOM's concern is that the provision interferes with its client relationship with the City, particularly in light of the City Council's aforementioned direction of November 24, 2015.

Benefits of Cultural Terrace Planning

Advancing the Cultural Terrace portion of the Great Park through a consolidated planning effort would create an actionable plan that would provide several key benefits, including:

- Attracting private investment. A conceptual master plan for the Cultural Terrace creates a tangible vision that can be used to develop partnerships with the private sector. Whether the potential partnership is with a non-profit museum endowment or a master developer interested in developing the entire district, the plan is a powerful tool to catalyze investment interest.
- Informing City capital planning. A conceptual plan is an important first step in developing a budget, as well as options for the phasing of construction and timing of City investment. These options would be structured to ensure that the plan for the Cultural Terrace is scaled to available current and future financial resources. Gaining an early understanding of the estimated budget and potential phasing options will inform broader ongoing City-wide capital planning efforts that may draw from the same funding sources.
- To allow for initiation of environmental review. Developing a conceptual master plan is important to provide the next level of detail regarding potential uses at the Cultural Terrace, including the siting and sizing of buildings, pedestrian and road

circulation, and parking. These details then form a Project Description, the first step required in an environmental review under CEQA.

- To evaluate economic viability. The planning process would include an evaluation of market and economic viability to assist in the selection and sizing of the various potential facilities and amenities. This will help ensure a disciplined and efficient process through which resources are directed towards the planning of amenities that maximize value to the community.

Initiation of planning for the Cultural Terrace is also important for the advancement of a water park at the Great Park. As directed by the Board at its October 25, 2016 meeting, a Request for Proposals has been released to identify a developer and/or operator for a water park. The most likely location for the amenity is within or near the Cultural Terrace district. A comprehensive plan for the Cultural Terrace is critical to properly site a water park and plan for circulation and adjacencies. With water park proposals expected by the end of February, the timely commencement of planning for the Cultural Terrace is important.

The Planning Process

Proposed planning of the Cultural Terrace would follow a disciplined approach – taking care to build upon previous planning work and to learn from public input. The feasibility studies conducted over the last ten years form a valuable data base of the ideas that have been explored for the Cultural Terrace. These ideas were distilled into a concise list of priorities by the Board in 2015 that will serve as the foundation for the proposed planning effort. The public outreach effort approved by the Board in June 2016 may further shape the types of uses at the Cultural Terrace. This outreach is set to kick off in January and February and, if the proposed planning effort is approved by the Board, the urban design staff of AECOM would attend key meetings to understand the perspectives of interested parties along with the local and regional community.

The Cultural Terrace plan would also need to be complementary to the other development plans within the Great Park sphere, including the other components of the Great Park itself as well as plans being developed by Five Point within the Great Park Neighborhoods. The Cultural Terrace is bordered by the Great Park Neighborhoods on two sides including the Transit Oriented Development (TOD) District proposed by Five Point to the south. The Irvine Station is close to the south end of the Cultural Terrace. The planning would embrace these adjacencies and ensure that the types of uses and locations of buildings and circulation elements are complementary with the plans being developed for adjacent properties. As such, Five Point would be invited to share its ideas for the Cultural Terrace and its vision for the privately-owned adjacent properties.

The Cultural Terrace plan would have three primary components:

1. Market and Economic Evaluation

Cultural attractions including museums, libraries, and performing arts venues have a demand profile that includes key estimates such as projected annual visitors, revenue, capital and operating costs. These metrics are an important consideration in the selection of uses to include at the Great Park, and in the sizes, locations, and adjacencies of the uses considered. This analysis will include:

- Evaluation of the site to determine impact on market performance of proposed development projects based on location within the site.
- Evaluation of local Orange County and Southern California cultural attractions market and its competitive or complementary effect on the proposed projects to understand overall demand for new attractions and /or level of current market saturation.
- Evaluation of resident and tourist markets, growth rate, demographics, and other characteristics that would influence demand.
- Review of Consolidated Demand – After conducting demand analysis for the top projects, prepare a consolidated attendance and financial model to understand implications of the development of multiple venues on attendance, revenue, and operating costs.

The results will provide an analysis of the market demand and establish preliminary physical planning parameters for proposed Cultural Terrace facilities. A report on the results will be presented to the Board and City Council for consideration to guide further policy direction regarding park planning. This portion of the planning would be conducted by the AECOM Economics Practice Group, which has conducted similar evaluations for major entertainment and cultural destinations around the world.

2. Conceptual Design Plan

The conceptual design plan will provide detail to the physical layout of the Cultural Terrace, including the framework of districts/special places, siting of building elements, pedestrian and vehicle circulation, access, parking, and interface with surrounding uses and spaces. The Conceptual Design Plan would represent consolidated input from previous planning work, the Board-designated priority uses, public input, and the Market and Economic Evaluation referenced above. The plan would account for site constraints such as Navy infrastructure and building reuse as well as leases and other property encumbrances.

The plan would likely include alternatives related to size, access, and locations of various elements with a preferred option best suited to the unique nature of the site and the resources available. The Conceptual Design Plan deliverable would include:

- Site plans for the Cultural Terrace with building locations, roadway and pathway circulation, including sections and diagrams
- Framework for special places and open spaces
- Illustrative plan and character images
- Landscape architecture
- Infrastructure plan
- Phasing plan
- Implementation plan
- Draft project description for CEQA

This portion of the planning process would be coordinated by AECOM's Urban Design Practice Group serving as the overall project lead. Engineering support, including surveys, technical studies, and base mapping would be provided by DMC Engineering.

3. Budget and Implementation Plan

The Cultural Terrace Plan is designed to be an actionable document providing practical, resource-based, options to the Board and City Council to advance further Park development. As such, the Budget and Implementation Plan is a critical component of the process and will include:

- Budget: A summary budget for costs associated with the proposed conceptual plan including demolition, infrastructure, grading, construction, and landscaping. Although it is likely that some of these costs will be shared with partners in the implementation of the Cultural Terrace, it is important to understand estimated total costs to develop practical implementation options.
- Implementation: The Implementation Plan would outline options for phasing and development of the design plans. Options would be structured to show alternatives regarding capital investment and timing of development. The plan would identify core infrastructure and classify facilities based on public benefit and opportunity for private investment. Implementation options could include City investment in preliminary infrastructure and completion of graded pads which could attract private investment at the level of an individual facility, such as a museum, or at the level of a master developer, which could partner with the City for broader site development.

The Budget and Implementation Plan would be a companion document to the Conceptual Design Plan. It would include a concise write-up of the various implementation options and associated pro-forma budgets. It would also be integrated into the site plan to illustrate graphically the alternatives for timing and investment on the site. The budgeted costs would be developed by experts within AECOM's Cost Management Practice Group which performs cost modeling and planning for significant infrastructure and construction projects both locally and internationally.

Timeline

Should the Board and City Council approve the Cultural Terrace planning framework, work would begin in February and is expected to take between six and eight months. During this time, the project's lead designers will attend key public outreach meetings and engage with Five Point and other project stakeholders. The planning framework would consist of three primary phases:

- Start Up: Validation of background information, site surveys, and collection of other base-level information
- Analysis: Market and Economic Evaluation. Development of project elements, constraints and opportunities mapping of the site
- Design Development: Site planning, cost analysis, development of phasing, implementation, and investment options

Golf Course Alternatives

At the October 25, 2016 Great Park Board meeting, staff was directed to engage Five Point to determine its interest in revisiting the contractual obligation to build a golf course under the ALA II, and its willingness to change or remove the Golf Course. In response to this inquiry by staff, Five Point submitted a letter (included as Attachment 4) in which it expressed a willingness to meet with the City and listen to the City's proposed program changes or alternative uses for the area currently designated as a golf course.

As a complimentary component of the Cultural Terrace Planning work, it is staff's intent to task AECOM to develop recommendations for alternative uses on the golf course site. This study would be informed by public outreach responses and the more comprehensive plan being developed for the Cultural Terrace, adjacent to the planned golf course. Alternative uses for the golf course would be presented to the Board and City Council for consideration and, if directed, could be used to advance the conversation with Five Point regarding modification or removal of the golf course.

Contracting and Funding

The Cultural Terrace Plan would engage AECOM's Economics, Urban Design, and Cost Management practice groups. The firm was selected through a competitive bid process and the City's contract with AECOM already includes Cultural Terrace master planning billed on a time and materials basis. The proposed Amendment No. 4 to the Contract between the City and AECOM Technical Services (Attachment 5) would expand the time and materials budget for Cultural Terrace master planning by \$650,000 to include the planning process outlined above. The proposed amendment includes: \$175,000 for the market and economic feasibility component, \$450,000 for the urban and landscape design work, and a contingency budget of \$25,000.

DMC Engineering is contracted with the City to provide engineering support services at the Great Park including preparation of engineering and technical plans and exhibits, computer aided design and drafting support, field survey, and plan review. DMC is a locally-based firm with a deep understanding of the unique conditions at the Great Park including Navy infrastructure and other site constraints. DMC was selected through a competitive bid process and is contracted on a time and materials basis. The proposed budget modification for \$50,000 would expand the time and materials budget for engineering support services to include the requisite survey, base mapping, and technical support specifically related to Cultural Terrace planning. As a consultant team member, this additional budget appropriation would be handled through the issuance of a new purchase order and does not require a contract amendment.

ALTERNATIVES CONSIDERED

The Board could choose not to recommend pursuing a comprehensive plan for the Cultural Terrace at this time or choose to recommend modification to any portion of the proposed Cultural Terrace planning process as outlined above. The Board could also direct staff to continue to pursue Cultural Terrace planning through the Joint Studies with Heritage Fields.

The Board could decide to defer further planning efforts at the Cultural Terrace until specific funds are received and identified. Such funds may include the pending settlement proceeds from the California Department of Finance.

Another alternative would be to direct staff to recruit a master developer prior to commencing planning activities. That developer partner could then engage with the City to conduct planning and construction work for the Cultural Terrace.

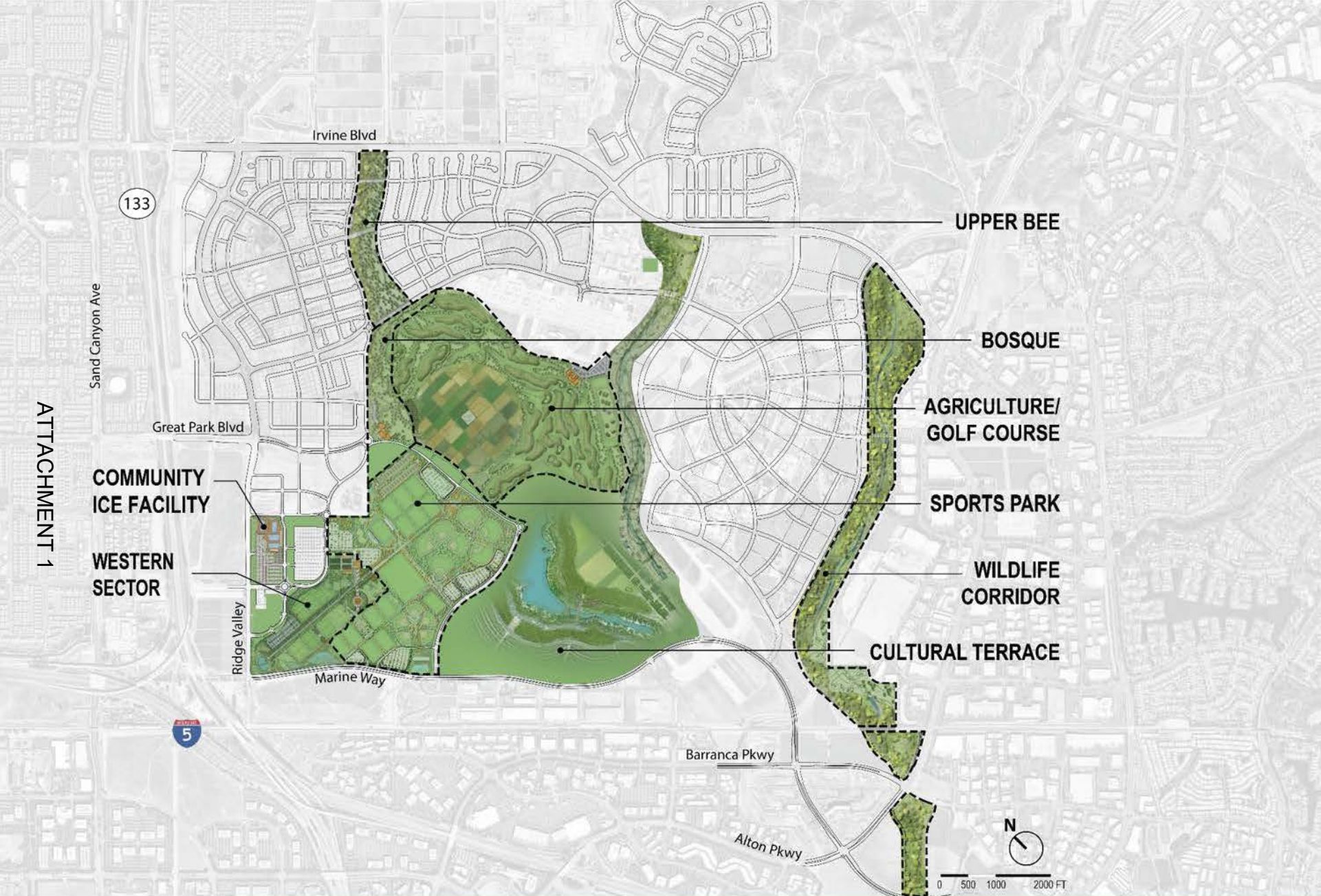
FINANCIAL IMPACT

The recommended action will increase the expenditure for the Great Park Fund Design Coordination Services budget by \$650,000 for AECOM's expanded scope of work, and increase the Great Park Engineering Support Services budget by \$50,000 for the expanded scope of work by DMC Engineering. Funds would be drawn from the Great Park Fund 180 unallocated fund balance which has a current balance of approximately \$45 million. If the Board recommends and the City Council approves the recommended action to pursue City-led planning of the Cultural Terrace, the City would forego up to \$2 million from Heritage Fields provided for in the ALA II for Joint Studies.

REPORT PREPARED BY Stephen Torelli, Management Analyst I

ATTACHMENTS:

1. Orange County Great Park Site Plan
2. ALA II Section 9(a) and (b)
3. Cultural Terrace Joint Studies Implementation Letter
4. November 17, 2016 Letter from Five Point Communities Regarding Program Change to Golf Course Subarea
5. City of Irvine and AECOM, Inc. Contract Amendment (No. 4)
6. City of Irvine and AECOM Contract for technical/design services



ALA II SECTION 9 (a) (b)

EXECUTION COPY

terms and/or phrases of similar import shall mean the Wildlife Corridor Maintenance Agreement only.

9. Additional Payments to City.

(a) Planning, Feasibility, and Related Technical Studies for Cultural Terrace. Heritage Fields shall fund up to Two Million and No/100 Dollars (\$2,000,000.00) (the “**Cultural Terrace Studies Funds**”) for planning, feasibility and related technical studies for future development of the area currently designated “Cultural Terrace” on the OCGP Master Plan, or other portions of the Great Park that are not part of the OCGP Improvement Area, including, without limitation, the following uses: an entertainment venue, lake, library, museum, and/or other uses within this portion of the Great Park. The study shall also examine the interface of such area with surrounding land uses and development. Such studies shall be jointly commissioned by Heritage Fields and the City pursuant to a scope mutually approved by the Parties. Final drafts of the studies shall be shared with Heritage Fields and the City for their input and direction, and complete results of such studies shall be delivered to Heritage Fields and the City. Any portion of the Cultural Terrace Studies Funds not used for the purposes set forth in this Section 9(a) (the “**Excess Cultural Terrace Studies Funds**”) may be added to the Hydroseeding Amount (defined below).

(b) Interim Terraforming, Hydroseeding and Irrigation. Heritage Fields and the City, acting through its City Manager (or his or her designee), shall meet and confer within one (1) year of the date hereof to determine if it is feasible and desirable to Terraform and irrigate the remaining undeveloped portions of the Great Park, or any portions thereof, that are not part of the OCGP Improvement Area to be developed with the Great Park Improvements (excluding those portions of the OCGP Improvement Area that require removal of existing Runways, for which the provisions of the ARMIA related to “Runway Activities” shall govern), and if such activities can be completed for no more than an amount equal to the sum of (i) Two Million and No/100 Dollars (\$2,000,000.00) and (ii) the Excess Cultural Terrace Studies Funds (the “**Hydroseeding Amount**”) and without interfering with or interrupting the construction and operation of the Great Park Improvements or the City’s operations on the developed portions of the Great Park. As used herein, the term “**Terraform**” shall mean to grade and hydroseed. If so, Heritage Fields shall undertake such Terraforming and irrigation activities at its expense, not to exceed the Hydroseeding Amount, and such activities shall be incorporated into the Master Phasing Plan & Schedule. Heritage Fields and City shall cooperate in good faith to schedule and coordinate such activities so as to not interfere with Heritage Fields’ phased construction activities on the OCGP Improvement Area.

10. Insurance.

(a) Coverages. Heritage Fields (or its Licensed Affiliate) shall procure and maintain at all times during the construction of the Great Park Improvements, the following policies of insurance:

HERITAGE FIELDS EL TORO, LLC

25 Enterprise, Suite 300
Aliso Viejo, California 92656

February 22, 2016

City of Irvine City Hall One Civic Center Plaza Irvine, California 92623-9575 Attention: Eric Tolles, Assistant City Manager	
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Re: Implementation Letter regarding Section 9(a) of the Second Agreement with City of Irvine as Adjacent Landowner, dated November 26, 2013, ("ALA2") by and between Heritage Fields El Toro, LLC ("Heritage Fields"), and The City of Irvine ("City")

Dear Mr. Tolles:

Reference is made to the ALA2; capitalized terms not defined in this implementation letter have the meaning ascribed to those terms in the ALA2, unless otherwise indicated.

Section 9(a) of the ALA2 requires Heritage Fields to fund up to \$2,000,000.00 Cultural Terrace Studies Funds for the planning, feasibility and related technical studies for future development of the area currently designated as the "Cultural Terrace" on the OCGP Master Plan, or other portions of the Great Park that are not part of the OCGP Improvement Area ("**Cultural Terrace Study**"). Section 9(a) of the ALA2 provides the Cultural Terrace Study is to be jointly commissioned by Heritage Fields and the City, and shall have a scope mutually approved by the Parties.

In order to allow for the efficient and coordinated (i) engagement of consultants to perform portions of the Cultural Terrace Study (each study a "**CT Consultant Study**"), (ii) processing of payments for each CT Consultant Study, and (iii) communication with consultants regarding the work process and product to be created by a CT Consultant Study, Heritage Fields and the City agree to follow the procedures set forth in this letter in proceeding with the Cultural Terrace Study:

1. **Appointment of Representatives** – Heritage Fields appoints LJ Edgcomb ("**Heritage Fields Representative**"), and the City appoints Eric Tolles ("**City Representative**," and together with the Heritage Fields Representative, each a "**Representative**"), each to be the point of contact for their respective Party. Each Party may change that Party's Representative by written notice to the other Party.
2. **Scope of Work** – Each of the Representatives has met and reviewed the scope of work for the Cultural Terrace Study. Attached as Exhibit "1" is the scope of work mutually approved by the Parties and key components identified by the Parties to date ("**Scope of Work**").
3. **Approved Consultants and Study Areas** – The Representatives have compiled a joint list of consultants approved by each of the Parties to perform one or more CT Consultant Study (each an "**Approved Consultant**" and collectively the "**Approved Consultants**"). A list of the Approved Consultants is attached as Exhibit "2". Additional consultants may be added to the list of Approved Consultants when jointly agreed upon by the Representatives.
4. **Study Phases** – The Parties have agreed to divide the Cultural Terrace Study into two or more phases.
 - A. **Phase 1.** In "**Phase 1**" of the Cultural Terrace Study, a limited number of Approved Consultants will perform CT Consultant Studies to gather existing relevant data and identify (i) study area constraints, (ii) base data to be provided to Approved Consultants performing a

Phase 2 CT Consultant Study, and (iii) factors to be considered for location of key elements, sizing and orientation of key elements, and infrastructure requirements of each key element. The information gathered in Phase 1 will be used by Representatives and Phase 1 consultants to develop and refine scopes of work for Approved Consultants performing work in the second phase of the Study ("**Phase 2**").

- B. **Phase 2.** Approved Consultants will be engaged to perform specialized studies regarding identified key elements, support elements, interface and integration. Options for siting, engineering, grading, key element placement and infrastructure, will be explored and coordinated with the goal of creating an integrated site plan.
5. **Consultant Scopes of Work** - As the services of one or more Approved Consultants is needed for a CT Consultant Study, the Heritage Fields Representative will work with an Approved Consultant to develop an appropriate scope of work ("**Consultant Scope of Work**"). The Approved Consultant will be asked to provide a proposed fee for the Consultant Scope of Work (the Consultant Scope of Work and proposed fee is referred to as the "**Work Proposal**").
 6. **City Approval of Scope and Fee** - The Heritage Fields Representative will promptly submit each Work Proposal to the City Representative and Heritage Fields will only be entitled to accept a Work Proposal which has been mutually approved by the Parties ("**Approved Work Proposal**").
 7. **Engaging Consultants** - Heritage Fields will offer to engage an Approved Consultant which has submitted an Approved Work Proposal. However, in no event shall the aggregate amounts payable by Heritage Fields for CT Consultant Studies exceed the \$2,000,000.00 provided for in Section 9(a) of the ALA2.
 8. **Cultural Terrace Study Meetings** - Representatives of both Heritage Fields and City shall be invited to attend each meeting during each phase of the Cultural Terrace Study.
 9. **Payments to Consultants** - The Heritage Fields' Representative shall provide copies of all paid invoices and proof of payment (each a "**Paid Invoice**" and collectively "**Paid Invoices**") to the City Representative for work by an Approved Consultant arising from a CT Consultant Study. The aggregate amount of Paid Invoices shall be applied as a dollar for dollar satisfaction of Heritage Fields' ALA2 obligation to fund the Cultural Terrace Studies Funds.
 10. **Consultant Work Product** - All work product created by any Approved Consultant pursuant to a CT Consultant Study ("**Work Product**") will become the property of both Heritage Fields and City, and both Parties shall receive a copy of all Work Product.
 11. **No Conflict** - The Parties acknowledge that one or more of the Approved Consultants may be currently performing separate consulting work for a Party, which work is not part of the Cultural Terrace Study ("**Other Work**"). The Parties agree that any conflict of interest that may arise by the employment by either Party of one or more of the Approved Consultants to perform Other Work is waived for this specific and limited purpose only for that Party or any Approved Consultant performing Other Work. No Approved Consultant shall be compensated for Other Work from Cultural Terrace Studies Funds.
 12. **No Delay** - Neither the Cultural Terrace Study nor any CT Consultant Study shall be the basis for a delay, or denial of, or imposition of a condition, in connection with any entitlement, improvement, map recordation, permit, approval, satisfaction of condition, infrastructure or development by Heritage Fields or any affiliated entity.

Nothing set forth in this implementation letter shall amend, modify or alter the terms of the ALA2, as this letter expands upon the process to be used in undertaking the Cultural Terrace Study.

If the foregoing provisions of this letter accurately describe your understanding of the agreement of the City and Heritage Fields as to the implementation of the ALA2 as to the matters described herein, please sign and return a copy of this letter to Heritage Fields at your earliest convenience.

Except as implemented and/or clarified by the terms of this letter, each of the City and Heritage Fields acknowledges that the ALA2 remains in full force and effect.

This letter is governed by the laws of the State of California, without regard to conflict of laws principles. This letter may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument; facsimile and pdf signatures of this document shall be valid as if manually signed.

[Signature Page Follows]

Sincerely,

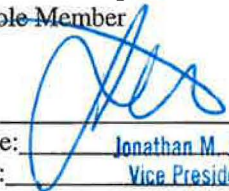
HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
its Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
its Sole Member

By: Lennar Heritage Fields, LLC,
a California limited liability company
its Administrative Member

By: Lennar Homes of California, Inc.,
a California corporation
its Sole Member

By: 
Name: Jonathan M. Jaffe
Title: Vice President

**ACKNOWLEDGED AND AGREED TO ON BEHALF OF THE
CITY PURSUANT TO THE AUTHORITY GRANTED BY
SECTION 15(O) OF THE ALA2:**



Name: Eric M. Tolles
Title: Assistant City Manager, City of Irvine, a California charter city

Cultural Terrace Study Scope of Work

The Cultural Terrace Study ("Study") is a jointly commissioned planning study by the City of Irvine ("City") and Heritage Fields El Toro, LLC ("Heritage Fields") provided for in the Second Agreement with City of Irvine as Adjacent Landowner ("ALA2"). Section 9(a) of the ALA2 provides the Study is for planning, feasibility and related technical studies for future development of the area currently designated Cultural Terrace on the OCGP Master Plan, or other portions of the Great Park that are not part of the OCGP Improvement Area ("Study Area"). The ALA2 also requires that the Study examine the interface of the Study Area with surrounding land uses and development.

The Study will address key elements which may be included in the Study Area, support components, and other identified components which may have an effect on the Study Area. These "Key Components" include, but are not limited to:

- Cultural center
- Amphitheatre
- Library
- Community event space
- Lake/water feature
- Children's museum
- Fire museum
- Life science museum
- Museum of heritage and aviation
- General landscape
- Infrastructure and utility requirements
- Transportation
- Security
- Train utilization and access/train station
- Operations
- Maintenance
- Environmental and related issues
- Synergies for Tourism
- Fiscal Impact and Budget Analysis

Study participants will identify the relevant data pertaining to the Study Area, constraints, and develop base data. Study participants will then explore the Key Components in greater depth for feasibility and inclusion in the Study Area. Interface and integration of the Study Area Key Components with surrounding City and privately owned land (existing and mapped future uses) will be examined.

Key Components identified for inclusion in the Study Area will be optimally located. Sizing, orientation and infrastructure requirements will be explored, as well as identified support component impacts and requirements.

Approved Consultants and Key Components

Study Areas

Approved Consultants

Civil Engineers

Hunsaker
Michael Baker International
IN8 Specialists

Dry Utilities

Morrow Management

Geotechnical

Engeo

Landscape/Overall Park Planning

Valley Crest

Parking, Circulation, Transit, Alternative
Transportation

Mobility Group

Traffic Engineering

LSA

Train Station, Engineering, and Interface

JL Patterson & Associates

Acoustics/Sound Transmission Evaluation

Charles Salter Associates

Library, Community, Multicultural Center

Demmers Library Consulting

Lake/Water Element

Carollo

Technology Systems

Dutto & Partners

Sustainability

Sherwood

Museum Consultant

Howard Lovering

Planning Consultants

AECOM
Gensler

Fiscal Impact and
Budget Analysis

AECOM
Kosmont Companies

Cost Estimator

Rider Levett Bucknall, Ltd.



November 17, 2016

VIA FACSIMILE AND REGULAR MAIL

Pete Carmichael
Director, Orange County Great Park
City of Irvine
Once Civic Center Plaza
Irvine, CA 92623

Re: Letter dated October 31, 2016 regarding proposed Program Change to Golf Course Subarea at the Orange County Great Park

Dear Pete,

I'm in receipt of your letter referenced above, wherein you advise that the City may have an interest in eliminating or significantly modifying the 18-hole golf course to be constructed in the Golf Course Subarea pursuant to the ALA II. I have spoken with the FivePoint team, including Emile Haddad, CEO of FivePoint, regarding the City's request for a meeting to discuss potential changes to the Golf Course Subarea.

Given the importance of the continued development of the Orange County Great Park as an amenity to our residents, the City of Irvine and the region, we will of course be willing to meet with the City to listen to the program changes or alternate uses of the Golf Course Subarea the City may desire to explore and how these changes may interface with other portions of the OCGP and surrounding property. To that end, we would like the City to advise us which Councilmembers and staff from the City will participate in that meeting so we can determine who the appropriate participants are from our office.

With that said, we have spent significant time and made a financial investment in the design of the 18-hole golf course and related golf amenities (e.g., clubhouse, driving range, etc.) contemplated by the ALAII and we continue to do so at the present time. In addition, as you are aware, we have received several separate letters from the City regarding the timing for delivery of the various elements of the Great Park Improvements. So, we will continue to proceed with the design and development of the golf course amenity as contemplated under ALAII and expect the City to continue to process any plans and permits to allow the work to continue.

We look forward to hearing from you to schedule the City's desired exploratory meeting.

Very truly yours,

A handwritten signature in blue ink, appearing to read "LJ Edgcomb", with a stylized flourish at the end.

LJ Edgcomb

cc: Emile Haddad
Greg McWilliams
Mike Alvarado
Lynn Jochim
Debra Steel
Patrick Strader
Sean Joyce
Jeff Melching

**AMENDMENT NUMBER 4
TO "AGREEMENT FOR CONTRACT SERVICES"**

THIS AMENDMENT NUMBER 4 TO AGREEMENT FOR CONTRACT SERVICES (the "Fourth Amendment") is made and entered into as of January 25, 2017, by and between the City of Irvine, a municipal corporation ("City") and AECOM Technical Services, Inc., a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of December 29, 2014, City of Irvine contract number 8594 (the "Agreement").

1. PART IV, SCOPE OF SERVICES, Master Plan of Cultural Terrace is deleted in its entirety and replaced with EXHIBIT I, attached hereto.
2. PART V, BUDGET is modified by increasing the not-to-exceed contract value by \$650,000, from \$500,000 to \$1,150,000.
3. Except as set forth in this Fourth Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

By: _____
Its: Pete Carmichael
Director, Orange County
Great Park

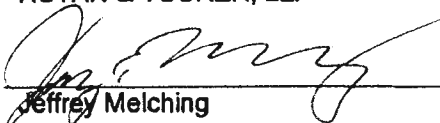
By: _____
Its: Sean Joyce
City Manager

By: _____
Its: Donald P. Wagner
Mayor

Attest:


By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP



Jeffrey Melching

AECOM TECHNICAL SERVICES, INC.

By:  _____
Its: JOHN ROBINETT
SENIOR VICE PRESIDENT
AECOM

By: _____
Its: _____

EXHIBIT I

Master Plan the Cultural Terrace, including:

- Market and Economic Evaluation
 - Conduct analysis of market feasibility for proposed uses and sites
 - Provide benchmarking for comparable facilities nationally
 - Evaluate the competitive environment and review economic profiles of potential components, community needs, and City goals
 - Complete a report, detailing the results of this study, to include: resident and tourist markets, growth rates, demographics and other demand characteristics, and how they affect deployment of market suitable projects and spaces.
- Design Planning
 - Evaluate and recommend placement of elements within the Cultural Terrace District
 - Develop plans for infrastructure, landscape architecture and phasing
 - Develop of the Cultural Terrace physical layout plans
 - Build a framework of districts and special places, siting of building elements, pedestrian and vehicle circulation, access, parking, and interfaces with surrounding uses and spaces.
 - Create an illustrative plan and character images, and develop landscape architecture plans, an infrastructure plan, a phasing plan, an implementation plan, and a draft project description for CEQA.
- Budget and Implementation Planning
 - Provide options for phasing, investment and public private partnerships
 - Develop a comprehensive budget of costs for the plan to include demolition, infrastructure, grading, construction and landscaping
 - Produce a report including the associated pro-forma budgets, and graphically illustrate alternatives for investment and timing for the site

ORIGINAL

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of December 29, 2014, by and between the CITY OF IRVINE, a municipal corporation ("City"), and AECOM TECHNICAL SERVICES, INC., a California corporation ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

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

B. Description of Services/Goods to be Provided: Architectural Consulting Services for the Orange County Great Park in accordance with PART IV, Scope of Services, included herein (reference RFP 14-1052).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on January 1, 2015 ("Commencement Date") and shall continue through June 30, 2015. The City reserves the right to extend this Agreement for up to four (4) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf: Cliff Wallace, Manager of Real Property and Great Park Site Administration, for the Orange County Great Park email: cwallace@cityofirvine.org.

D.2. The Contractor designates the following person to act on Contractor's behalf: Robert Holmquist, Project Manager, email: Robert.Holmquist@aecom.com

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

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

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

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

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

CITY OF IRVINE

By: 

Its: _____

Michael D. Ellzey
Assistant City Manager
Orange County Great Park

By: 

Its: _____

Sean Joyce
City Manager

Attest:

By: 

Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP



Todd O. Litfin

AECOM TECHNICAL SERVICES, INC.

By: 

Its: _____

RICHARD MATAALLANA
VICE PRESIDENT

By: 

Its: _____

SARAH M. SABUNAS
ASSISTANT SECRETARY

Contractor Information

Address for Notices and Payments:

515 S. Flower Street
Los Angeles, CA 90071

Attn: Robert Holmquist

Telephone: (818) 523-6340

FAX: ~~(714) 567-2760~~ 213-330-7277

Email:

Robert.Holmquist@aecom.com

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Contractor shall not replace any of the principal members of the Project team, or any successors to any of such persons, without City's prior written approval.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. In carrying out such tasks and services, Contractor shall not employ any undocumented aliens (that is, persons who are not citizens or nationals of the United States).

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor and Contractor's employees. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

Signed insurance certificates and endorsements must be **sent via email** from Contractor's insurance broker/agent to the City's insurance certificate tracking company at **CertsOnly-Portland@Ebix.com**

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

Certificate Holder:

City of Irvine, California

c/o: **CertsOnly-Portland@Ebix.com**

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements **shall not:**

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable

provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such

fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

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

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and

that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by

law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

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

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

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a

determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in

excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

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

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

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III

Part II

Part IV

Part V

Part I

PART III
SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.
- 2) **Living Wage Ordinance.** The City of Irvine has adopted a Living Wage Ordinance (the "Ordinance") that requires contractors who enter 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 to comply with the requirements of the Ordinance (reference Appendix A). Contractor shall notify the City in writing if the aggregate value of multiple contracts with the City, including amendments to this Agreement, total \$100,000 or more. Any subcontractor(s) performing work on the Agreement shall also be subject to the requirements of the Ordinance. The current living wage and benefit factor rates are posted on the City's website at www.cityofirvine.org/purchasing. To view the rates, along with other living wage information, click on the "Living Wage Information" link.

Contractors are required to submit a completed Declaration of Compliance - Living Wage Ordinance form (included herein as Appendix B) with their completed contract documents.

The following Living Wage Ordinance information documents are also included: Living Wage Guide (Appendix C); Living Wage Comparable Benefits Summary (Appendix D); and the required Notice to Employees (Contractor Responsibility/Employee Rights) (Appendix E).

- 3) **PART II, GENERAL PROVISIONS, Section 1.8 Prohibition Against Subcontracting or Assignment is modified by adding the following:**

The City shall allow the use of subcontractors provided they are delineated at the time of proposal submittal, or at the time of project award if expressly included in the project proposal. Contractor shall disclose in the project proposal any and all proposed subconsultants, including details regarding which tasks they would perform.

- 4) **PART II, GENERAL PROVISIONS, Section 2.1.1, Section D. Professional Liability Insurance, is replaced with the following:**

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed. Contractor shall retain its Professional Liability Insurance in full force and effect for a minimum period of three (3) years after completion of any project performed hereunder.

5) PART II, GENERAL PROVISIONS, Section 2.2 is replaced with the following:

2.2 Indemnification. Contractor shall, to the fullest extent permitted by law (including without limitation California Civil Code Sections 2782 et seq.), defend (with legal counsel reasonably acceptable to the City), indemnify and hold free and harmless the City and City Personnel (collectively, the "Indemnitees") from and against any and all claims, losses, costs, damages, injuries (including without limitation injury to or death of Contractor or Contractor's officers, agents, employees, representatives)(collectively, the "Contractor Entities"), expenses and liabilities of every kind, nature and description (including without limitation incidental damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, the negligence, recklessness or willful misconduct of Contractor, any of the Contractor Entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, "claims or liabilities").

- 2.2.1** Such obligation to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such claims or liabilities are caused in part by the negligence, active negligence or willful misconduct of such Indemnatee.
- 2.2.2** In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such claims or liabilities, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.
- 2.2.3** Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

PART IV
SCOPE OF SERVICES

Services shall be performed as set forth below and in accordance with ATTACHMENT I.

PROJECT TASKS

Contractor shall complete the following primary tasks:

- Represent the City in the design review of the 688 acres of parks, including:
 - Attend Design Review Meetings
 - Review Concept, Preliminary, and Final Construction Documents
 - Serve as a design partner to City staff in park development to ensure consistency in design elements
 - Provide presentations to the Orange County Great Park Board of Directors and City Council
 - Review submittals
 - Collaborate with City staff and representatives of FivePoint Communities
- Master Plan of Cultural Terrace, including:
 - Participate as design representative for the City in Cultural Terrace design study
 - Attend and participate in meetings on behalf of the City of Irvine
 - Represent City in development of conceptual plans
 - Provide presentations to the Orange County Great Park Board of Directors and City Council
 - Collaborate with City staff and representatives of FivePoint Communities
- Adjacent Landowner Development Plans, including:
 - Attend meetings, as requested
 - Review Concept and Preliminary Plan Documents, as requested
- Orange County Great Park Development Plans (outside the 688 acres)
 - Attend Design Review Meetings
 - Review Concept, Preliminary, and Final Construction documents
 - Serve as a design partner to City staff in park development to ensure consistency in design elements
 - Participate in presentations to the Orange County Great Park Board of Directors and City Council, as requested
 - Review submittals
 - Collaborate with City staff and representatives of FivePoint Communities
- Other similar services as may be requested by City.

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT II.

Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein shall not exceed **\$290,000**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order. The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire initial term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description:

Architectural Consulting Services for the Orange County Great Park

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

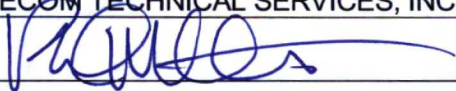


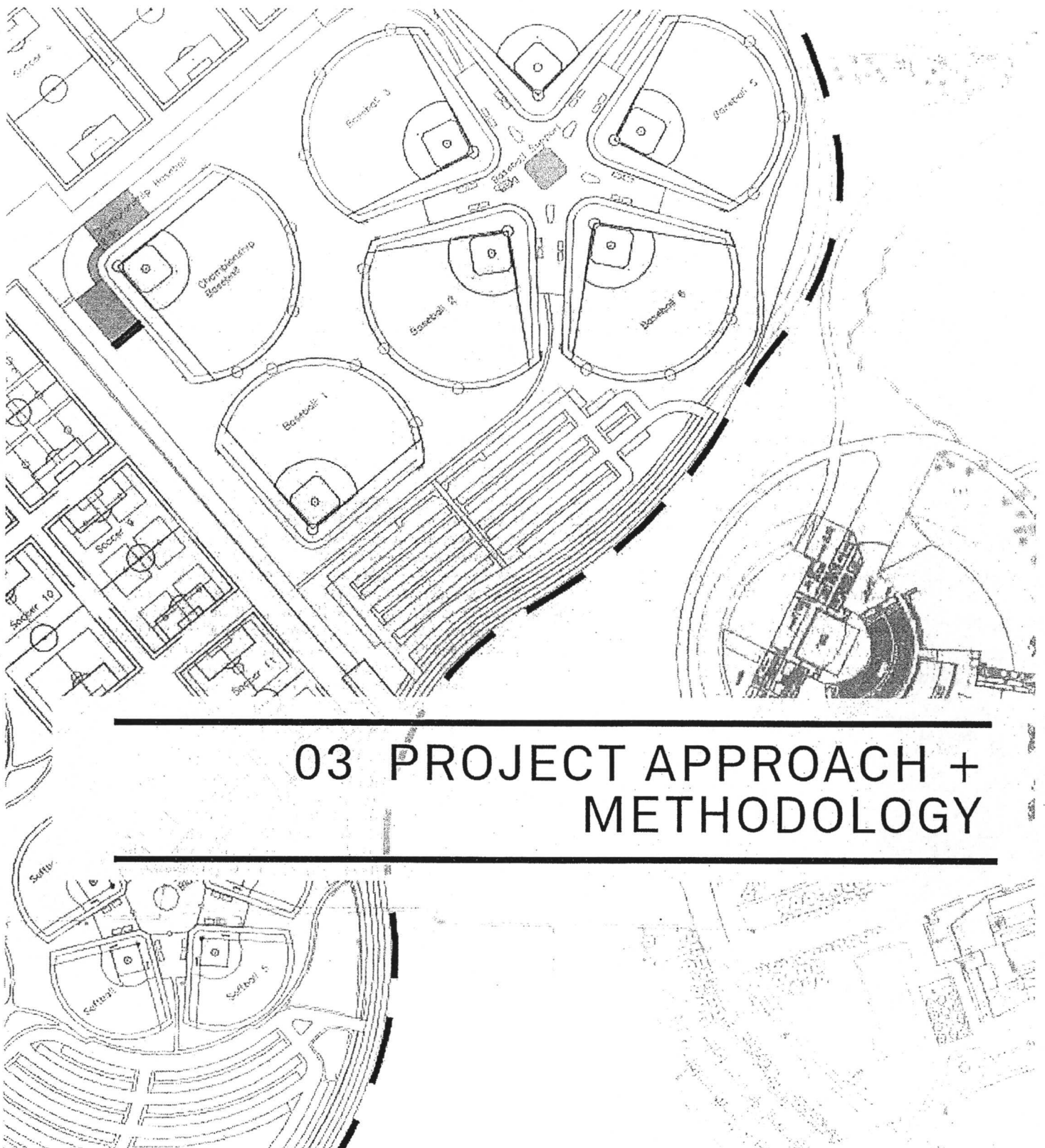
I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.



I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	1/6/2015
Contracting Firm:	AECOM TECHNICAL SERVICES, INC.
Signature:	
Title:	VICE PRESIDENT
Address:	515 S. Flower Street, Los Angeles, CA 90071



03 PROJECT APPROACH + METHODOLOGY

Source: Orange County Great Park Improvement Area Concept Plans and Programming Document

APPROACH + METHODOLOGY

A COLLABORATIVE DESIGN PARTNER

The City of Irvine (City) has requested a proposal to establish a contract for Architectural Consulting Services for the Orange County Great Park, with work to commence on or about August 7, 2014, and be completed on June 30, 2015. This eleven month time frame can be extended for up to four (4) additional one (1) year periods. It is assumed that the selected consultant will be allowed to annually escalate their rates based on normal escalations in the consulting marketplace.

The City seeks to obtain an architect who has a supporting team of staff and a landscape architect subconsultant or staff member to assist the City in maintaining the vision established by the Orange County Great Park Board of Directors.

The selected firm will also serve as a key design consultant partner to City staff in the development of land outside the 688 acres park. This includes leading the development of a cultural terrace design study, coordinating with other stakeholders in park development, and serving as staff's overall design representative.

Task 1: Represent the City in the design review of the 688 acres Great Park:

AECOM's team of design specialists will be led by Robert Holmquist, the Project Manager. Robert will be the Primary Contact between the City and AECOM. Robert has extensive experience in the Project Managing the design of Parks, having worked for Walt Disney Imagineering for 13 years, and having been the Owner's Advocate for the Rose Bowl's \$168.8 M Renovation and Improvement Project. More about Robert can be found in the Experience/Qualification Section of this Proposal.

Robert will set the Approach and Methodology for AECOM's engagement by first understanding the history of the Great Park Designs and then by interviewing Key Stakeholders from the City and elsewhere to gain firsthand knowledge of how the City wants the vision established by the Board of Directors expressed. A

Kick-Off Meeting with the various Stakeholders may be necessary so as to get all the Stakeholders on the same page regards design intent, budget, and schedule expectations. Robert's Design Leads for Architecture, Urban Planning, Landscape, and the major Engineering disciplines, all of which reside in-house, will take part in the Kick-Off Meeting.

As designs mature through their life cycles; Concept, Preliminary and Final Construction Documents, a design review will be held at the end of each phase. Robert will issue the drawings to his "Leads" who in turn will review them. Prior to review Robert will insure that his Leads understand the Stakeholders' desires for the design elements and will insure that all Leads have the proper design standards to review the drawings against. The individual Leads will bring their comments to a Design Review meeting where all comments will be discussed then consolidated onto a single set of drawings. Included with the marked up set of drawings will be a drawing log with comments number and appropriate action assigned. This log will be the tool for ensuring that comments/revisions are incorporated back into the drawings. A copy of the marked up drawings and the drawing log will be issued back to City Staff, as directed by City Staff. In this way Robert will ensure consistency in design elements.

Task 2: Master Plan of Cultural Terrace:

Robert and his Design Leads will participate, as City design representatives, in the design of the Terrace. They will attend and participate in all design meetings on behalf of the City and will ensure that the collective City Stakeholder's Vision for the Terrace is incorporated into its design. This will most likely require participation by Robert and his Leads in multiple Visioning Charrettes. This will also require collaboration with FivePoints Communities Team who are developing residential, retail and employment opportunities. Robert will ensure that the "Designers of Record" use that latest 3D tools so that presentations to City Staff, the Great Park Board of Directors, and The City of Irvine City Council are well understood. During these presentations Robert will ensure that comments are solicited, collected, documented, and responded to in a timely fashion.

ATTACHMENT I



Task 3: Review Park Adjacent Landowner Development Review Meetings:

As requested by City Staff, Robert will attend meetings and review plans issued by park neighbors. Prior to attending any of these meetings Robert will meet with City Staff to ensure that he and his team understand the Stakeholder's desires and any potential concerns regarding the design. Robert will ensure that meeting minutes or, similar to Task 1, a copy of marked up drawings and a drawing log with comments/recommendations are issued back to City Staff.

Task 4: Orange County Great Park Development Plans Outside of the 688 Acres:

In a similar fashion to Task 3, but not "Adjacent", AECOM will, as directed by City Staff, attend meetings, review plans, and participate in Board of Director, City of Irvine City Council meetings, and meetings with the FivePoints Communities Team. Robert will attend, by himself, or will be accompanied by the required Design Lead(s). Robert will ensure that meeting minutes or, similar to Task 1, a copy of marked up drawings and a drawing log with comments/recommendations are issued back to City Staff.

For all work, AECOM staff will require Robert's approval before commencing work. Robert will ensure that all invoices are properly vetted and coded before submitting to City Staff for payment.

Effective Project Management:

In order to keep the Great Park Project on moving forward, as planned, the work will required proper Scheduling and Budgeting. Robert, a Certified Project Manager, will ensure that these two items are being executed by the responsible parties.

Effective Scheduling:

An effective schedule will have these features:

- Easily communicated
- Flexible – easy to update and change
- Has the commitment of the Project Team
- Is maintained on a calendar basis and relates every task to a certain date
- Forces completion of work to meet early deadlines
- Includes time for conducting reviews and for correcting findings
- Correlates all project activities, including those of other offices and subconsultants
- Includes tasks that might be required beyond the contractual due date
- Is simple and presented in a logical graphic format that is easily understood.

For these features, we suggest employing two types of schedules; a Critical Path Method (CPM) Schedule and Wall Schedules.

CPM Scheduling Technique:

There are six basic steps involved in the CPM technique:

1. Develop the Work Breakdown Structure (WBS) task outline
2. Establish the relationship between tasks
3. Complete the network diagram
4. Add task durations
5. Create the CPM Schedule
6. Determine the Critical Path

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Today's most powerful tool for doing this is Primavera P6. CPM most common terms include:

Duration: The length of time required to complete an activity assuming all prerequisites have been completed and estimated manpower is available.

Earl Start: The earliest date that the necessary prerequisites can be completed for a task to begin.

Early Finish: The earliest date that a task can be completed.

Late Start: The latest date that an activity can begin and still not affect the overall project completion date.

Late Finish: The latest date that an activity can be completed and still not affects the overall project completion date.

Free Float: the length of time (in days) that a task can be delayed and still not affect the start or finish of the other tasks.

Total Float: The length of time (in days) that a task can be delayed and still not affects the overall project completion date.

Full-Wall Scheduling Technique:

Wall Scheduling or, as it is also known, Full-Wall Scheduling, is a somewhat simple technique, but it has definite advantages since it involves the entire project team. For larger projects, it brings together the Client, Subconsultants, and even Review Agencies with the single purpose of finalizing the project schedule. If the schedule is developed using this technique, everyone understands it better and is usually fully committed to its success. (This would be an excellent tool to use during the Visioning Charrette.)

Wall Scheduling will require a certain amount of advance planning and discipline by the project manager, but when everyone is brought together, conflicts are identified early, discussed, and resolved.

CPM and Wall Scheduling together will yield the following results:

CRITERIA	CPM SCHEDULE	WALL SCHEDULE
Ease of Communication	Poor	Excellent
Cost to Prepare	High	Moderate
Cost to Update	High	Moderate
Degree of Control	Excellent	Good
Applicable to large projects	Excellent	Good
Commitment of Project Team	Fair	Excellent
Client Appeal	Good	Excellent

Effective Budget Control:

Budget control can be maintained via our AMPS (AECOM Major Projects System, if that is something the City desires. AMPS is based on Oracle Primavera P6 software and Meridian Proliance and is designed as a single-source solution for the management of large capital programs. The system enables all program information to be tracked under a single platform, enabling user to maintain control over all facets of the project according to ISO 9001 compliant procedures.

7. Winest (Estimating)
8. Proliance (Capital Program Management by Meridian)
9. ProjectWise V8i (Information Management)
10. Cognus (Data Processing)
11. Modelogix (Estimating)
12. Vicosoftware, Integrating Construction (5D virtual construction software)
13. SketchUp (Easy drawings)
14. Tekla (Structures)
15. Prologic> Mobile
16. Navisworks (3D model review tool from Autodesk)
17. Revit (BIM Modeling software from Autodesk)

The biggest risks of schedule a budget overruns are:

- Poorly defined scopes, schedules and budgets at the beginning of the project.
- Insufficient time scheduled for reviews or for the corrections of changes that invariably follow any review.

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- Making sure the Client understands his or her role in keeping the project on track. Schedule time for Client activities.
- Build contingency plans for worst-case scenarios. Use the CPM Schedule to locate float time to make up for tasks that are delayed or starting or are not completed on time.
- Making sure the technical staff is indeed available and prepared to work on the job.
- Scheduling adequate time for Agency and Private Utility Company review as well as adequate time to make any changes associated with these reviews.
- Make sure the plan allows enough time for the not-so-obvious tasks like phone calls, meetings and community coordination.
- Have contingency plans for when things don't go according to plan.
- Schedule enough Time and Budget for Project Close Out Activities.
- Make sure the entire project team has seen, understood, and agreed the schedule.
- Finally, never make the dangerous assumption that all activities in the schedule are under singular control. It will take leadership and many people to accomplish this project.

Robert will ensure that these items are addressed by the responsible individuals/firms.

Risk Management:

It is best to manage all risk via a Project Risk Management Plan. The Plan would provide:

- Documentation of the procedures to be used to manage risks
- Identification of the person(s) responsible for managing various areas of project risk
- Contingency plans to be implemented as adverse situations occur.
- Certain elements of the Project should always be examined closely. Some such elements are:
 - Safety aspects of design and construction
 - The nature of the project (Heavy lifting into a deep foundation)
 - The team members capabilities and experiences

- Specific City of Irvine Defined Attributes (Health, Safety, Security, Quality, Maintenance and Operation Costs, Financial Soundness of the Project, Impact on the Environment, Communication and Community Engagement/Commitment)
- Construction industry factors
- Permitting factors
- Agency and Utility Provider factors
- Contact provisions
- Consultants
- Proposed project schedule
- Project logistics

A Risk Management Plan addressing these items is something extra that AECOM can create and monitor at City Staff's request.

Outreach:

Often Clients provide Outreach Services via internal resources or via contracts with external Outreach Specialist for the purpose of scheduling, organizing, and managing Public Meetings. If City Staff is not providing this service AECOM can. We have included Ms. Liz Drake's Bio and Resume for your consideration.

Managing scope changes:

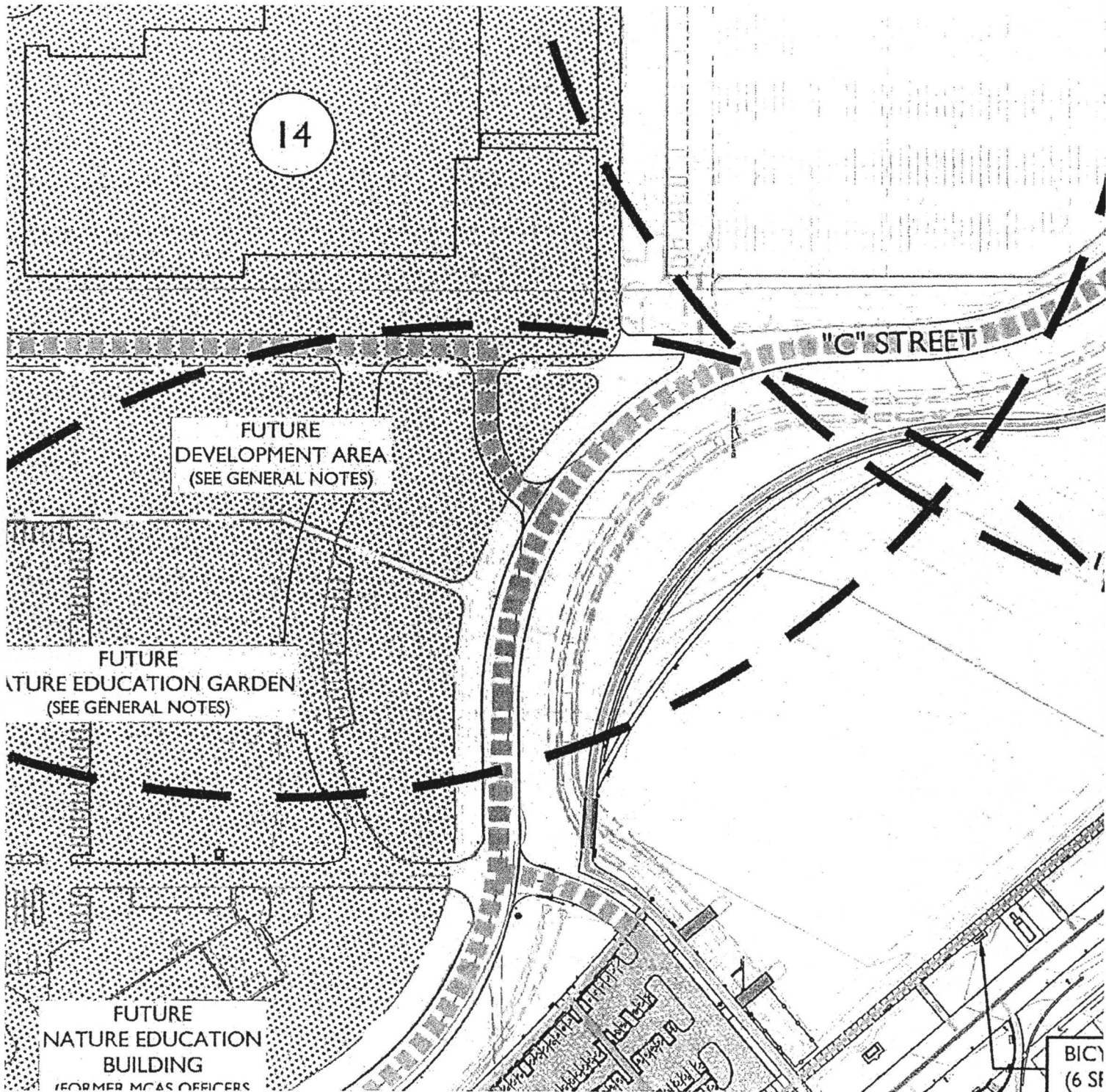
Nearly every project will undergo changes before it is completed. These changes are usually associated with scope of work or schedule revisions. All project personnel, not just the Project Manager, share in the responsibility to rapidly identify any activities that may result in a change of scope. Such activities should be discussed and identified as early as possible at which point they become the responsibility of the Project Manager.

It is extremely important that the scope of work changes be discussed with the Client prior to performing the work. The Project Manager should prepare a scope of work and cost estimate for the changes. The client should review, approve, and authorize the supplement to the contract.

For purposes of project accounting, the Project Manager should prepare the necessary forms to assign activity and tasks numbers and define the budget for the supplemental work. The project schedule should be changed to include the additional work. Impact on project milestones and deadlines should be adjusted appropriately.

Robert will be managing Scope Changes that may arise against the AECOM Scope of Work. If City Staff want AECOM to monitor and report Scope Changes against the entire Great Park Project that can be added to AECOM's Scope of Work, as directed by City Staff.

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PRICING INFORMATION

As specified in the City's Request for Proposals, we have provided individual hourly rates for each key team member proposed. As an AECOM best practice, our team's dedicated Design Advisors are contributing input as described in the proposal at no additional cost to the

City. If additional tasks should be requested, an hourly rate range for our Design Advisors has been provided. Additional clarification has been provided in a summary below our rate chart.

Project Role	Team Member	Hourly Rate
Project Manager		
Design Representative	Robert Holmquist	\$295
Technical Leads		\$200-\$265
Architecture	Peter Zellner	\$255
Landscape Architecture	Yunsoo Kim	\$205
Masterplanning	Wendy Yang	\$230
Transportation	Steve Greene	\$255
Watershed Management	Mark Williams	\$200
Civil Infrastructure	Timothy Joyce	\$265
Economics	John Robinett	\$265
Cost Consulting	Philip Mathur	\$265
Technical Specialists		\$165-195
Architecture Code Compliance	Rajan Pradhan	\$180
Landscape Construction	Harry Clarke	\$175
Utility Coordination	Brian Smith	\$185
Outreach	Liz Drake	\$165
Senior Technical Support		\$150
Technical Support		\$120
Design Advisors		\$300-\$350

Notes:

1. No travel costs will be charged to the project per the City's request in the RFP.
2. Design Advisors are providing high level input at no cost for the roles noted in this proposal. Should specific tasks in addition to these roles be requested by the City, time will be billed at the hourly rate listed.
3. Billing rates to be adjusted annually.
4. All printing and presentation materials will be billed at cost without mark-up. A fixed budget can be agreed with the City once the extent of work is finalized.

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

(Signed document on file with City Clerk's Office)

Appendix B

DECLARATION OF COMPLIANCE Living Wage Ordinance

Name of Contractor AECOM TECHNICAL SERVICES, INC.


Type of Service Architectural Consulting Services for the Orange County Great Park

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: 1/6/2015
Print Name: RICHARD MATA LLANA
Title: VICE PRESIDENT



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 and holiday paid time off) 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 hourly and benefit factor rates, along with other Living Wage Ordinance information, is available on the City of Irvine web site at www.cityofirvine.org. Click on the "Doing Business" tab at the top of the screen, and then select "Living Wage Info."

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 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 web site 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 web site. 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 is updated as benefit costs change, generally in July of each year.** All rate changes will be posted on the City's web site. 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 annual cost you pay, or offer to pay, as the employer for the benefits offered to your employees including health insurance and paid time off benefits, and then divide by 2,080 (the number of hours in a year).

Where do I find the current rates?

Rates may be found on the City's web site, at www.cityofirvine.org. Click on the "Doing Business" tab at the top of the screen, and then select "Living Wage Info." You may also call 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 web site.
- 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). 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, whichever 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.

More Information

Where can I view more information about the Ordinance?

More information may be found concerning the Living Wage Ordinance, including current rates, by visiting the City's web site at www.cityofirvine.org. Click on the "Doing Business" tab at the top of the screen, and then select "Living Wage Info."

Contact Information

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

Purchasing Department

Phone: (949) 724-6180

FAX: (949) 724-6187

City of Irvine

PO Box 19575

Irvine, CA 92623-9575

Employees registering a complaint against an employer should contact:

Director of Administrative Services

Phone: (949) 724-6255

FAX: (949) 724-6030

City of Irvine

PO Box 19575

Irvine, CA 92623-9575

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:

<u>Years of Service</u>	<u>Annual Vacation Credits</u>
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

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:

- **\$10.82** per hour

If you work an average of 30 hours per week or more, you must be paid a minimum of:

- **\$10.82** per hour
 - If health and paid time off benefits are offered to you
- OR**
- **\$13.34** 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 **\$2.52** per hour, the difference is added to the minimum hourly wage listed above
- Rates are generally adjusted annually. Current rates are effective as of **July 1, 2014**.
- 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
- Any and all other legal and equitable remedies under Federal, State and local law

FOR MORE INFORMATION

To obtain a confidential 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 at: **www.cityofirvine.org/purchasing**

ORIGINAL

**AMENDMENT NUMBER 1
TO "AGREEMENT FOR CONTRACT SERVICES"**


THIS AMENDMENT NUMBER 1 TO AGREEMENT FOR CONTRACT SERVICES (the "First Amendment") is made and entered into as of June 24, 2015 by and between the City of Irvine, a municipal corporation ("City") and AECOM Technical Services, Inc., a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of December 29, 2014, City of Irvine contract number 8594 (the "Agreement").

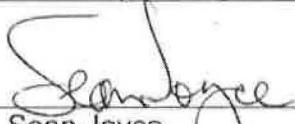
1. The expiration date of the Agreement is changed from June 30, 2015 to June 30, 2016.
2. "PART V, BUDGET, ATTACHMENT II" is modified to increase hourly rates by 0.5%, commensurate with the Bureau of Labor Statistics Consumer Price Index (CPI) in accordance with EXHIBIT I, attached hereto. The not-to-exceed value for the new contract term is \$700,000.
3. Except as set forth in this First Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

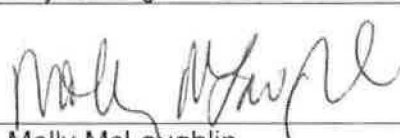
(Signatures follow on next page)

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.


CITY OF IRVINE

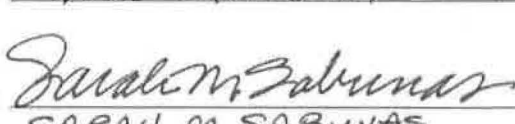
By: 
Eric Tolles
Its: Asst. City Manager, Great Park

By: 
Sean Joyce
Its: City Manager

Attest: 
By: Molly McLaughlin
City Clerk

AECOM TECHNICAL SERVICES, INC.

By: 
Its: VICE PRESIDENT

By: 
SARAH M. SABUNAS
Its: ASSISTANT SECRETARY

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Todd O. Litfin

EXHIBIT I

Pricing Information: July 1, 2015 thru June 30, 2016

As specified in the City's Request for Proposals, we have provided individual hourly rates for each key team member proposed. As an AECOM best practice, our team's dedicated Design Advisors are contributing input as described in the proposal at no additional cost to the

City. If additional tasks should be requested, an hourly rate range for our Design Advisors has been provided. Additional clarification has been provided in a summary below our rate chart.

Project role	team Member	Hourly rate
Project Manager		
Design Representative	Robert Holmquist	\$296.48
Technical Leads		\$201.00-\$266.33
Architecture	Peter Zellner	\$256.28
Landscape Architecture	Patricia Trauth	\$206.03
Masterplanning	Wendy Yang	\$231.15
Transportation	Steve Greene	\$256.28
Watershed Management	Mark Williams	\$201.00
Civil Infrastructure	Greg Hefter	\$266.30
Economics	John Robinett	\$266.30
Cost Consulting	Kevin Herron	\$266.30
Technical Specialists		\$165.83-195.98
Architecture Code Compliance	Rajan Pradhan	\$180.90
Landscape Construction	Harry Clarke	\$175.88
Utility Coordination	Maria Alvarez	\$185.93
Outreach	Liz Drake	\$165.83
Senior technical Support		\$150.75
Technical Support		\$120.60
Design advisors		\$301.50-\$351.75

Notes:

1. No travel costs will be charged to the project per the City's request in the RFP.
2. Design Advisors are providing high level input at no cost for the roles noted in this proposal. Should specific tasks in addition to these roles be requested by the City, time will be billed at the hourly rate listed.
3. Billing rates to be adjusted annually. (.5% increase from March 2014 per BLS CPI for LA-Riverside-Orange Counties: All-Items.
4. All printing and presentation materials will be billed at cost without mark-up. A fixed budget can be agreed with the City once the extent of work is finalized.

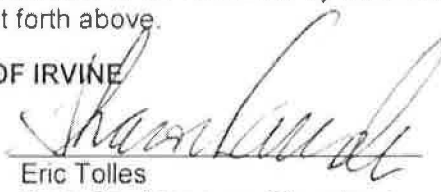
**AMENDMENT NUMBER 2
TO "AGREEMENT FOR CONTRACT SERVICES"**

THIS AMENDMENT NUMBER 2 TO AGREEMENT FOR CONTRACT SERVICES (the "Second Amendment") is made and entered into as of May 5, 2016 by and between the City of Irvine, a municipal corporation ("City") and AECOM Technical Services, Inc., a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of December 29, 2014, City of Irvine contract number 8594 (the "Agreement").

1. "PART V, BUDGET" is modified by decreasing the not-to-exceed contract value by \$135,000 from \$700,000 to \$565,000.
2. Except as set forth in this Second Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.


CITY OF IRVINE


By: 
Eric Tolles
Its: Asst. City Manager, Great Park

By: 
Sean Joyce
Its: City Manager


Attest: 
By: Molly McLaughlin
City Clerk

AECOM TECHNICAL SERVICES, INC.

By: 
Its: VICE PRESIDENT

By: 
Its: VP, Corporate Secretary

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Jeffrey Melching

**AMENDMENT NUMBER 3
TO "AGREEMENT FOR CONTRACT SERVICES"**

THIS AMENDMENT NUMBER 3 TO AGREEMENT FOR CONTRACT SERVICES (the "Third Amendment") is made and entered into as of June 21, 2016 by and between the City of Irvine, a municipal corporation ("City") and AECOM Technical Services, Inc., a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of December 29, 2014, City of Irvine contract number 8594 (the "Agreement").

1. The expiration date of the Agreement is changed from June 30, 2016 to June 30, 2017.
2. "PART V, BUDGET, ATTACHMENT II" is modified to increase hourly rates by 1.7%, commensurate with the Bureau of Labor Statistics Consumer Price Index (CPI) in accordance with EXHIBIT I, attached hereto. The not-to-exceed value for the new contract term is \$500,000.
3. Except as set forth in this Third Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

By: 

Eric Tolles

Its: Asst. City Manager, Great Park

By: 

Sean Joyce

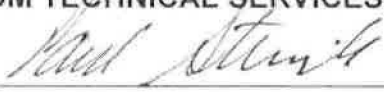
Its: City Manager

Attest:

By: 

Molly McLaughlin
City Clerk

AECOM TECHNICAL SERVICES, INC.

By: 

Its: VICE PRESIDENT

By: 

Carol F. Brandenburg-Smith

Its: Associate Vice President & Assistant

Secretary

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Jeffrey Melching

EXHIBIT I

Pricing Information: July 1, 2016 thru June 30, 2017

As specified in the City's Request for Proposals, we have provided individual hourly rates for each key team member proposed. As an AECOM best practice, our team's dedicated Design Advisors are contributing input as described in the proposal at no additional cost to the

City. If additional tasks should be requested, an hourly rate range for our Design Advisors has been provided. Additional clarification has been provided in a summary below our rate chart.

Project role	Team Member	Hourly rate
Project Manager		
Design Representative	Robert Holmquist	\$301.52
Technical Leads		\$204.42-\$270.85
Architecture	Jim Pirdy	\$260.63
Landscape Architecture	Nate Cormier	\$209.53
Masterplanning	Wendy Yang	\$235.08
Transportation	Steve Greene	\$260.63
Watershed Management	Mark Williams	\$204.42
Civil Infrastructure	Greg Hefter	\$270.85
Economics	John Robinett	\$270.85
Cost Consulting	TBD	\$270.85
Technical Specialists		\$168.65-199.31
Architecture Code Compliance	Rajan Pradhan	\$183.98
Landscape Construction	Harry Clarke	\$178.86
Utility Coordination	Maria Alvarez	\$189.09
Outreach	Liz Drake	\$168.64
Senior technical Support		\$153.31
Technical Support		\$122.65
Design advisors		\$306.63-\$357.73

Notes:

1. No travel costs will be charged to the project per the City's request in the RFP.
2. Design Advisors are providing high level input at no cost for the roles noted in this proposal. Should specific tasks in addition to these roles be requested by the City, time will be billed at the hourly rate listed.
3. Billing rates to be adjusted annually. (1.7% increase from March 2015 per BLS CPI for LA-Riverside-Orange Counties: All-Items.
4. All printing and presentation materials will be billed at cost without mark-up. A fixed budget can be agreed with the City once the extent of work is finalized.

2.3

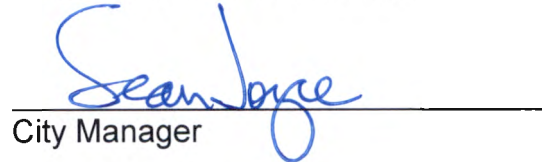


REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: AWARD OF CONTRACT AND BUDGET APPROPRIATION FOR CONSULTANT SERVICES FOR GREAT PARK GOLF COURSE DESIGN REVIEW AND MARKET FEASIBILITY STUDY


Director, Orange County Great Park


City Manager

RECOMMENDED ACTION

1. Recommend that the City Council authorize the City Manager to sign a contract with Pascuzzo and Pate Golf Design in the amount of \$24,000 for design review services for the Orange County Great Park Golf Course.
2. Recommend that the City Council authorize the City Manager to execute a contract with National Golf Foundation, Inc. in the amount of \$19,500 for a market feasibility study for the Orange County Great Park Golf Course.
3. Recommend that the City Council approve a budget appropriation in the amount of \$43,500 from the Orange County Great Park Fund 180 unallocated fund balance for design review services and market feasibility study for the Orange County Great Park Golf Course.

EXECUTIVE SUMMARY

On November 26, 2013, the City of Irvine and Heritage Fields El Toro, LLC (Heritage Fields) entered into the Second Agreement with the City of Irvine as Adjacent Landowner (ALA II). The ALA II provides for the financing, design, and construction of approximately 688 acres of the Orange Great Park by Heritage Fields, including a 188-acre regulation-length, 18-hole golf course. Five Point Communities (Five Point), the development manager for Heritage Fields, has submitted conceptual drawings for the golf course. Staff has provided preliminary comments on the plans and will continue to work with Five Point in the coming months to refine the conceptual design.

On October 25, 2016, the Orange County Great Park Board of Directors, by a vote of 4-1 (Director Shea opposed), authorized the release of a Request for Proposals (RFP) for design review services and a market feasibility study for the Orange County Great Park

Golf Course. The RFP was released on November 3, 2016. The eight responses received were evaluated based on the criteria identified in the RFP. The RFP noted two specific tasks: Task 1 was for design review services and Task 2 was for a market feasibility study, allowing firms to apply for one or both tasks. In this case, two separate firms were selected pursuant to their qualifications. Pascuzzo and Pate Golf Design was the highest-ranked firm for Task 1 (design review services) and staff is recommending a not-to-exceed contract amount of \$24,000. National Golf Foundation, Inc. was the highest-ranked firm for Task 2 (market feasibility study) and staff is recommending a not-to-exceed contract amount of \$19,500. The total cost of the two tasks, \$43,500, would be paid via the recommended budget appropriation, using funds from the Orange County Great Park Fund 180 unallocated fund balance.

If the contracts are recommended by the Board and approved by the City Council, both firms will be engaged to commence work as soon as possible. Pascuzzo Pate Golf Design will assist the City in review of subsequent submittals of design plans for the golf course by Five Point. National Golf Foundation will conduct the market feasibility study and return to the Board for presentation of the final study within the next 90 to 120 days.

BOARD RECOMMENDATION

Not applicable.

ANALYSIS

The ALA II was approved by the City Council on November 26, 2013 and provides for the design and construction of 688 acres of the Orange County Great Park. The 688-Acre Great Park Improvement Area included a Golf Course sub-area made up of a 188-acre regulation-length, 18-hole, par-72 golf course with a practice range, a 25,000 square-foot clubhouse, a maintenance yard, and other support facilities. Upon completion, the golf course will be turned over to the City for operation.

On September 21, 2016, Five Point submitted to the City the first conceptual designs for the proposed Golf Course, Lower Bosque/Great Park Boulevard entry, and Agricultural sub-areas of the 688-acre Great Park Improvement Area. A multi-departmental team of City staff is reviewing the conceptual designs and is working with Five Point to refine the plans, through the process defined in the ALA II as Logical Evolution. Comments from the City were most recently returned to Five Point on November 14, 2016. Further advancement of conceptual plans is pending resubmittal by Five Point.

At the October 25, 2016 Orange County Great Park Board meeting, direction was given to staff to release an RFP for consulting services related to golf course design review and a market feasibility study for a golf course at the Orange County Great Park (minutes excerpt from the October 25, 2016 Board meeting are included as

Attachment 1). The RFP was released on November 3, 2016 with two distinct tasks as further defined below.

- Task I - Design Review Services: Consultant shall provide industry expertise in the area of golf course design and planning to ensure the City has informed advice on course plan elements during the progress of design development.
- Task II - Market Feasibility Study: Consultant shall conduct a market feasibility study based on plans developed during the design review process. Consultant shall identify and analyze critical factors that will impact the operational and financial success of the golf course operation, including review of national and regional trends, competitive market positioning, supply and demand conditions, projected financial performance, and evaluation of City operating strategies.

A previous market analysis of the Great Park golf course was prepared in 2013 by Pro Forma Advisors, LLC on behalf of Five Point (included as Attachment 2). The market feasibility study proposed in the attached RFP would provide updated data relative to market trends, pricing, and supply-and-demand conditions. The proposed market feasibility study would also expand the scope relative to the previous analysis to provide an evaluation of potential City operating strategies once the golf course is turned over, including opportunities for outsourced operation.

The RFP (Attachment 3) was widely released via the Bids Online system on November 3, 2016. Eight firms responded to the Request for Proposals by the December 1, 2016 deadline. A multi-disciplinary team reviewed the proposals based on four criteria:

- Experience and qualifications of the firm, designated project management staff, other key personnel, and sub-consultants: 40% weighting
- Methodology and project approach: 30% weighting
- Proposal pricing: 20% weighting
- Responsiveness to the Request for Proposals: 10% weighting

Two firms were selected, one for each of the two tasks. Pascuzzo and Pate Golf Design was the highest rated firm for Task 1 and National Golf Foundation, Inc. for Task 2. Reference checks were conducted and both firms received excellent feedback.

Pascuzzo and Pate Golf Design has 34 years of golf course design experience, including projects at courses in Southern California, such as Big Canyon Country Club, The Lakes Country Club and Coto de Caza Golf Club. Firm president, Damian Pascuzzo, has a broad range of experience as a principal designer of golf courses throughout North America and Asia, and in golf course water conservation and turf reduction projects. Steve Pate, Principal, is a veteran of the PGA Tour and brings a

deep knowledge of golf, playing strategy and course design to the team. The contract with Pascuzzo and Pate is included as Attachment 4.

National Golf Foundation (NGF) was founded in 1936 and began providing consulting services in 1987. NGF is widely recognized as the leader in municipal golf course consulting and has served a substantial list of public sector agencies, both locally and nationally. NGF has extensive experience in helping municipalities understand and maximize public sector golf operations and evaluate new investment in municipal golf facilities. The contract with NGF is included as Attachment 5.

Should the Board recommend and the City Council approve the contract awards and budget appropriation, staff will complete the contracts with the two consultants as quickly as possible. Pascuzzo and Pate Golf Design will assist staff in review of golf course design plan submittals through the duration of the Logical Evolution and permitting process. The market feasibility study will begin immediately upon the issuance of a purchase order and is expected to be concluded in eight to ten weeks. Upon completion of the study, staff and consultant will return to the Board for presentation of the findings.

ALTERNATIVES CONSIDERED

The Board could choose not to recommend award of the contract for design review services, relying instead on the golf course plans developed by Five Point and reviewed by City staff without the assistance of an independent expert in the field of golf course design. The Board could also choose not to recommend approval of the contract for a golf course market feasibility study, relying instead on the previous market analysis commissioned by Five Point in 2013.

FINANCIAL IMPACT

The total cost for the recommended contracts is \$43,500. This includes a not-to-exceed contract amount of \$24,000 in time and materials for Task 1 (design review services) and a total fee of \$19,500 for Task 2 (market feasibility study). Staff is recommending that the total cost of the two contracts be appropriated from the Fund-180 unallocated fund balance to City Manager's Office Great Park Section 020 budget for consulting services. The Fund 180 unallocated fund balance is approximately \$44.9 million.

REPORT PREPARED BY Stephen Torelli, Management Analyst I

ATTACHMENTS

1. Minutes excerpt from October 25, 2016 Orange County Great Park Board Meeting
2. Request for Proposals to Provide Design-Review Services and Market Feasibility Study for the Orange County Great Park Golf Course
3. 2013 Analysis of Market Support Great Park Golf Club by Pro Forma Advisors
4. Contract between the City of Irvine and Pascuzzo Golf Design, Inc.
5. Contract between the City of Irvine and the National Golf Foundation, Inc.

ACTION: Moved by Director Shea, seconded by Director Lalloway, and unanimously carried to:

Approve and authorize staff to release a Request for Qualifications and Proposals for the Design, Development, Lease, and Operation of a waterpark at the Orange County Great Park, substantially in the form attached to the staff report.

2.3 REQUEST FOR PROPOSALS FOR DESIGN REVIEW SERVICES AND MARKET FEASIBILITY STUDY FOR THE ORANGE COUNTY GREAT PARK GOLF COURSE

Pete Carmichael, Director, Orange County Great Park, presented the staff report and responded to questions.

Board discussion included: concern with amount of land dedicated for the golf course; modifying the golf course to nine holes in an effort to allow more space for passive use; possibility of also using some of the land for the proposed waterpark; potential financial impacts to private golf courses in the City if a public golf course was built at the Great Park; whether concurrence from Five Point Communities (FivePoint) was required to remove or amend the golf course site; suggested continuing the item indefinitely while other features of the Great Park were completed to determine how the land could be best used; and questioned community interest for the golf course.

Jeffrey Melching, Board Counsel, noted that the City was contractually obligated under the Adjacent Landowner Agreement (ALA II) to move forward with the golf course and that mutual consent from both parties was required in order to remove a major design element.

ACTION: Moved by Director Krom, seconded by Vice Chairwoman Schott, to:

Continue the matter indefinitely and not proceed until such time as the Board is able to see how the balance of what is currently under development and is currently subject to Requests for Proposals proceeds.

Chairman Choi suggested amending the main motion to direct staff to confer with FivePoint to determine its interest and flexibility in adjusting the golf course to nine holes, and returning to the Board within six months, to which Director Krom stated her preference to keep her original motion intact.

ATTACHMENT 1

(Minutes Excerpt from October 25, 2016)

Additional discussion included: lack of necessary infrastructure to access proposed amenities, further noting that the Marine Way expansion project has not yet been completed; commitment to the public engagement process; whether approval of an Request For Proposal (RFP) would provide staff with the tools needed to move forward with the evaluation process; whether approval of an RFP obligated the City to build the golf course; whether a formal process in the ALA II was required to change or remove an amenity; questioned whether discussion of amending or eliminating the golf course was allowed based how the item was agendized, noting that discussion pertained to a feasibility study as opposed to a modification to the ALA II; and suggested that the motion moved by Director Krom be bifurcated.

Sean Joyce, City Manager, noted that if directed to do so, staff would approach FivePoint and inquire as to its interest in reconsidering its obligation with respect to the development of the golf course; and in addition, staff was seeking authority to move forward with the RFP to have the necessary resources available in the event that FivePoint was unwilling to reconsider its obligation.

ACTION: A substitute motion was made by Vice Chairwoman Schott, seconded by Director Lalloway, to:

- 1) Direct staff to engage Five Point Communities to determine its interest in revisiting the contractual obligation of building a golf course under the Adjacent Landowner Agreement II (ALA II) and its willingness to change or remove.
- 2) Approve and authorize staff to release a Request for Proposals for design review services and market feasibility study for the Orange County Great Park Golf Course, substantially in the form attached to the staff report.

The motion carried as follows:

AYES: 4 DIRECTORS: Krom, Lalloway, Schott and Choi
NOES: 1 DIRECTORS: Shea
ABSENT: 0 DIRECTORS: None

PUBLIC COMMENTS

Courtney Santos, Irvine resident, spoke in support of the public engagement process while also continuing to move forward with development of the Great Park.

John Forsyte, Pacific Symphony President, spoke of the company's plan to relocate its summer concert series to the Great Park in 2017.



November 3, 2016

REQUEST FOR PROPOSALS for

Design Review Services and Market Feasibility Study for the Orange County Great Park Golf Course

Thank you for considering the attached Request for Proposals (RFP). If you are interested in submitting a Proposal, please follow these instructions for submissions:

Only RFP documents downloaded from the City's website (www.cityofirvine.org/purchasing) shall be considered official, as the City must track RFP holders in the event an addendum is issued. Failure to register and download the RFP document and any addendum from the website will result in disqualification of the proposal.

Due Date and Time:

No Later than December 1, 2016 at 4:00:00 pm

NO LATE PROPOSALS WILL BE ACCEPTED.

RFP Number:

17-1196

This RFP number must be clearly marked on the outside of the envelope containing one (1) original and three (3) copies of the proposal. The original proposal must be unbound.

Submit Proposal to:

By mail:

City of Irvine
Purchasing Agent
P.O. Box 19575
Irvine, CA 92623-9575

Overnight or hand delivery:

City of Irvine
c/o Receptionist for Purchasing Agent
1 Civic Center Plaza
Irvine, CA 92606-5208

Any requests for clarification or other questions concerning this RFP must be submitted in writing and sent via email to Steve Torelli with a copy to Portia Mina (as shown below) no later than November 17, 2016 at 4:00 p.m.

Steve Torelli, Management Analyst I
Email: storelli@cityofirvine.org

Portia Mina, CPSM, CPPB, Senior Buyer
Email: pmina@cityofirvine.org

The City of Irvine reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposal that best meets the City's needs.

**REQUEST FOR PROPOSALS
FOR
DESIGN REVIEW SERVICES AND MARKET FEASIBILITY STUDY FOR
THE ORANGE COUNTY GREAT PARK GOLF COURSE**

Dear Proposers:

The City of Irvine (hereinafter referred to as the “City”) is requesting proposals to establish a contract or contracts for design review services and market feasibility study for the Orange County Great Park Golf Course, with work to commence on or about January 1, 2017 and be completed on or before June 30, 2018. The City reserves the right to award two separate contracts - one for the design review services and another for the market feasibility study.

Proposals must be submitted to the Purchasing Agent, City of Irvine, no later than the date and time stated on this RFP cover sheet. Proposals shall be reviewed and rated on the basis of the selection criteria indicated in the “SELECTION PROCESS” section of this RFP. The City will then determine which proposal best meets the City’s requirements.

If hand delivered to the Civic Center, proposals shall be submitted to the Receptionist for the Purchasing Agent at the Reception Desk located on the first floor. Proposals shall be submitted in sealed envelopes marked on the outside, **“Design Review Services and Market Feasibility Study for the Orange County Great Park Golf Course, RFP No. 17-1196.”** (Please see cover sheet for additional submittal information.)

LATE PROPOSALS WILL NOT BE ACCEPTED

The City reserves the right to reject any or all proposals, to waive any informality in any proposal and to select the proposal that best meets the City’s needs.

MINIMUM QUALIFICATIONS REQUIRED FOR PROPOSAL SUBMITTAL

Firms who fail to meet the minimum qualifications set forth below should not submit a proposal; any such proposal shall be deemed non-responsive and not be considered.

- 1) A minimum of five most recent years of experience performing services as those sought in the Scope of Services section.

OVERVIEW AND SCOPE OF WORK

This Request for Proposals is for 1) Provide golf course design review consulting services for the golf course to be located at the Orange County Great Park in the City of Irvine; and 2) Conduct a market feasibility study of the proposed golf course. Responses will be accepted from firms seeking to provide services in response to item 1, item 2, or both items 1 and 2, as outlined above. The detailed scope of services is set forth in ATTACHMENT I.

TERMS AND CONDITIONS

The City's standard Agreement for Contract Services is included as ATTACHMENT II. Upon award of the contract, it is expected that the successful proposer will accept the Agreement terms and conditions "as is" without modification. (Please refer to Part III Special Provisions of ATTACHMENT II for special requirements relating to these services.)

At the discretion of the City, any or all parts of the respondent's proposal shall be made a binding part of the selected firm's contract. The City reserves the right to reject in whole or in part any of the proposals.

Time frame for submittal of insurance documents: At the time the contract is awarded, the firm must be able to provide all required insurance documentation to the City's insurance certificate tracking company as set forth in ATTACHMENT II. If these requirements are not met, the City reserves the right to select the next best qualified firm.

ORGANIZATION OF PROPOSAL

If your proposal does not include all of the items below, it may be deemed non-responsive. The proposal will be evaluated by the City and shall include, at a minimum, the following information:

- **BUSINESS INFORMATION**

State the full legal name of your firm, including the state of incorporation if applicable. Include your address, phone number, fax number and email address. State the number of years your firm has been doing business. List the names of principals or officers authorized to bind your firm, including position titles.

- **EXPERIENCE / QUALIFICATIONS INFORMATION**

Provide information concerning your firm's experience and qualifications directly related to the services set forth herein. Define the experience of the proposed Project Manager, and other key personnel (and sub-consultants if applicable) who would be assigned to perform the services. (The designated Project Manager shall

be the primary contact with the City during the contract period.) Provide resumes for the Project Manager, other key personnel, and sub-consultants if applicable.

- **PROJECT APPROACH / METHODOLOGY**

Provide a detailed description of your proposed methodology/project approach based on your understanding of the project objectives outlined in the Scope of Services (ATTACHMENT 1).

- **REFERENCES**

Provide a minimum of three (3) references for similar work that your firm has provided within the last five (5) years. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and dates of services performed.

- **CONFLICT OF INTEREST**

Proposers must disclose any conflict or potential conflict of interest created by any previous or ongoing work related to the Orange County Great Park, Great Park Neighborhoods, or the development entities related to the Orange County Great Park or Great Park Neighborhoods.

- **PRICING PROPOSAL**

Provide a fee schedule/pricing information for each task. For the design review services, pricing shall be provided on a time and materials basis. For the market feasibility study, pricing shall be provided as a lump sum not-to-exceed amount. Provide hourly rates for each category of employee or sub-consultant required to perform the services as set forth in ATTACHMENT I, Scope of Services. The City shall not provide reimbursement for business/travel-related expenses, so any such cost must be absorbed in the hourly rates/lump sum pricing.

- **SIGNATURE**

The proposal shall be signed by an official authorized to bind the firm, including his or her printed name and title, and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

SELECTION PROCESS

The contract award(s) will be made after selection of one or two respondents' proposal(s) from among all respondents with implementation of services to follow. However, this RFP does not indicate a commitment by the City to award a contract to any successful respondent. An award of contract is estimated to occur within approximately sixty (60) days after receipt of proposals. The City intends to evaluate the

proposed services based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate the proposals:

Phase 1:

1. Experience and qualifications of firm and designated project management staff, other key personnel, and sub-consultants, if applicable (40%)
2. Methodology/Project Approach provided (30%)
3. Proposal Pricing (20%)
4. Responsiveness to the Request for Proposals (10%)

Phase 2 for highest-rated firm(s):

- The City reserves the right to conduct interviews with the highest-rated firm or firms. In the event the City does perform an interview process, the additive weighting shall be 50%.

Phase 3 for highest-rated firm(s)

- The City will perform reference checks for similar work completed within the last five years for the highest-rated firm(s), with an additive weighting of 20%.

The City reserves the right to negotiate final pricing with the highest-rated firm(s).

The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the proposal that best meets the City's needs.

GENERAL INFORMATION

The City will make payments monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Payment for additional work, if any, will be negotiated as required. Final payment will be made after approval and acceptance of the work.

Any costs incurred in the preparation of a proposal, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of a contract or purchase order.

The proposer shall furnish the City with such additional information as the City may reasonably require.

Any questions or requests for clarification must be submitted in writing and sent via email as set forth on the cover sheet of this RFP.

All data, documents and other products used or developed during performance of the services will remain the property of the City upon completion of the services.

One (1) original and three (3) copies of the completed proposal must be enclosed in a sealed envelope and addressed as stated on the cover sheet. The original proposal must be unbound. Sealed envelopes must be marked with, "Design Review Services and Market Feasibility Study for the Orange County Great Park Golf Course, RFP No. 17-1196."

Sincerely,

Portia Mina, CPSM, CPPB
Senior Buyer

Attachments

ATTACHMENT I

DESIGN REVIEW SERVICES AND MARKET FEASIBILITY STUDY FOR THE ORANGE COUNTY GREAT PARK GOLF COURSE

SCOPE OF SERVICES

Contractor shall perform the services as set forth below.

I. Purpose

Heritage Fields El Toro, LLC (“Developer”) in collaboration with the City of Irvine is in the process of designing an 18-hole golf course located at the Orange County Great Park in Irvine, California. As such, the City is seeking a consultant to: 1) assist the City with the review of preliminary golf course design plans; and 2) conduct a market feasibility study of the proposed golf course. The purpose of the market feasibility study is to assess the local and regional golf market to determine the economic potential and financial feasibility of the golf course and to make recommendations with regard to pricing and market positioning.

Project Background

The former Marine Corps Air Station El Toro is being transformed into the Orange County Great Park. At the November 26, 2013 Irvine City Council meeting, the City Council approved a proposal from Heritage Fields El Toro, LLC to develop 688 acres of parkland. The five-year development began in October 2014 and included a 188-acre regulation-length golf course with conceptual plans for an 18-hole, par-72 golf course with practice range, a 25,000 square foot clubhouse, a maintenance yard, and other support facilities. The golf course is expected to be self-sustainable and operate in a manner that maximizes revenue opportunities that may be used to financially support the general operation and maintenance of the Orange County Great Park.

In anticipation of the construction and operation of the golf course, the Developer and the City are finalizing the design for the course. The City is seeking outside expertise to advise in design review, as well as to assess market feasibility in an effort to ensure the new golf course facilities will meet the Orange County Great Park Board of Director’s and Irvine City Council’s vision and goals.

II. General Scope of Services

The City is soliciting proposals for two tasks. Consultant firms may propose for one or both tasks. The Proposer must identify and describe their methodology for carrying out the tasks, as described below. The proposal should demonstrate the Proposer’s understanding of the tasks and provide their proposed methodical approach to completing the tasks.

Task I – Design Review Services

Consultant shall meet with City staff to establish goals and objectives; confirm schedule; and review relevant plans, policies and design guidelines. Consultant shall overlay their industry expertise to ensure the City is informed on how the design may impact key issues such as market position and maximization of revenue opportunities. The consultant shall provide a representative to attend the City design review meetings. Services shall be performed on a time and materials basis.

Task II – Market Feasibility Study

Consultant shall conduct a market feasibility study based on plans developed during the design review process. Consultant shall identify and analyze critical factors that will impact the operational and financial success of the golf course operation. The analysis shall include, but is not limited to, the following:

1. Survey of national and regional trends
2. Competitive market analysis including regional and local supply and demand conditions
3. Assessment of food/beverage service opportunities
4. Assessment of other non-golf programming and/or partnership opportunities that could coexist
5. Marketing and communication strategies
6. Projected financial performance
7. Evaluation of City operating strategies (i.e. self-operating, facility lease and/or management contract)

Task I and II – Final Reports and Presentations

Consultant shall prepare draft and final reports containing the consultant's analysis of their responsible task. In addition, the consultant shall prepare presentations as directed by the City, and present findings at briefings and public meetings, the number of which shall be determined as the process concludes. Approved Consultant personnel shall be paid to attend these meetings at the hourly rates submitted in the proposal.

The consultant's proposal should contain the specific methodology and process the consultant plans to use in preparing the draft analysis and final reports, along with a proposed table of contents for the final report and description of any exhibits the consultant plans on preparing for the final report.

Timeframe

It is the responsibility of the Proposer to submit a projected project schedule based on the scope of services proposed by the Consultant. Following is the anticipated project schedule:

- Award of Contract – January, 2017

- Completion of Task I – June 2018
- Completion of Task II - June 2017

ATTACHMENT II

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of [REDACTED] 2016, by and between the CITY OF IRVINE, a municipal corporation ("City"), and [REDACTED], a (insert legal entity such as "a sole proprietorship" or "a California corporation") ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

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

B. Description of Services/Goods to be Provided: Design Review Services and Market Feasibility Study for the Orange County Great Park Golf Course in accordance with PART IV, Scope of Services, included herein (reference RFP 17-1196).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on [REDACTED] ("Commencement Date") and shall continue through June 30, 2018.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Chris Koster, email: ckoster@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
_____, email: _____

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

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

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

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

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

CITY OF IRVINE

CONTRACTOR'S NAME

By: _____
Pete Carmichael
Its: Director, Orange County Great
Park

By: _____
Its: _____

By: _____
Sean Joyce
Its: City Manager

By: _____
Its: _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Contractor Information
Address for Notices and Payments:

Attn:
Telephone:
Email:

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this

Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

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

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

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

a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of

Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
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Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

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

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

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III

Part II

Part IV

Part V

Part I

PART III

SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

PART IV

SCOPE OF SERVICES

Services shall be performed as set forth below and in accordance with ATTACHMENT I.

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT II.

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$** [REDACTED], including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☐ **I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐ I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	



Pro Forma
Advisors LLC

Summary Report:

Analysis of Market Support Great Park Golf Club

Irvine, California

Prepared for: **Five Point Communities**

Prepared by: **Pro Forma Advisors, LLC**

June 2013

PFAID: 10-486

Version: 1.0

ATTACHMENT 3

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General Limiting Conditions

Certain information included in this report contains forward-looking estimates, projections and/or statements. Pro Forma Advisors LLC has based these projections, estimates and/or statements on expected future events. These forward-looking items include statements that reflect our existing beliefs and knowledge regarding the operating environment, existing trends, existing plans, objectives, goals, expectations, anticipations, results of operations, future performance and business plans.

Further, statements that include the words "may," "could," "should," "would," "believe," "expect," "anticipate," "estimate," "intend," "plan," "project," or other words or expressions of similar meaning have been utilized. These statements reflect our judgment on the date they are made and we undertake no duty to update such statements in the future.

No warranty or representation is made by Pro Forma Advisors that any of the projected values or results contained in this study will actually be achieved.

Although we believe that the expectations in these reports are reasonable, any or all of the estimates or projections in this report may prove to be incorrect. To the extent possible, we have attempted to verify and confirm estimates and assumptions used in this analysis. However, some assumptions inevitably will not materialize as a result of inaccurate assumptions or as a consequence of known or unknown risks and uncertainties and unanticipated events and circumstances, which may occur. Consequently, actual results achieved during the period covered by our analysis will vary from our estimates and the variations may be material. As such, Pro Forma Advisors accepts no liability in relation to the estimates provided herein.

In the production of this report, Pro Forma Advisors has served solely in the capacity of consultant and Pro Forma Advisors has not rendered any "expert" opinions and does not hold itself out as an "expert" (as the term "expert" is defined in Section 11 of the Securities Act of 1933).

This report is not to be used in conjunction with any public or private offering of securities, and may not be relied upon without the express written consent of Pro Forma Advisors.

This study is qualified in its entirety by, and should be considered in light of, these limitations, conditions, and considerations.

I. Introduction

Five Point Communities is in the process of preparing a land use development program for the sports complex within The Great Park Neighborhoods, located on a portion of the 3,700-acre former El Toro MCAS. A component of the proposed sports complex is an 18-hole regulation length golf course--The Great Park Golf Club (GPGC). As envisioned, the GPGC would be a public access facility consisting of an 18-hole par-72 golf course, double-ended practice range, 25,000-square-foot clubhouse, and other support facilities.

As part of the overall planning process, Five Point Communities retained Pro Forma Advisors (PFA) to assist in the evaluation of market support and pro-forma financial performance of the golf complex. The following report contains an analysis of the Orange County public golf market and evaluates potential performance of the proposed project. While preliminary design work has been completed for the golf course, the project concept is in its early working stage and subject to modification. As such, the findings regarding course performance should be treated as preliminary, subject to refinement and modification as additional design work is completed.

The work program consisted of a number of tasks:

- ▶ Review of the project concept and property characteristics
- ▶ Analysis of Orange County golf market demand and supply conditions
- ▶ A survey of competitive golf courses in the region to document their characteristics and performance level
- ▶ Interviews with golf course management companies currently serving the market regarding their market observations and experience
- ▶ A review of operating expense profiles of similarly positioned golf courses
- ▶ Analysis of market share and market positioning
- ▶ Preparation of pro forma financial performance of GPGC

Following this Introduction, Section II presents a summary of findings and conclusions. Sections III through VI contain data and analysis regarding the golf market and subject property potentials.

II. Summary of Findings

Based on an assessment of current and anticipated future golf market conditions, subject site characteristics, and selected other factors and considerations, the findings regarding potential market support and financial performance of the Great Park Golf Club (GPGC) are summarized below. Substantiation and documentation of the findings are contained in subsequent sections of the report.

The GPGC Project

- ▶ The GPGC would be developed on the site of the former El Toro MCAS, within Orange County's Great Park. The golf course would be part of the proposed Great Park Sports Complex, a world-class multi-use facility designed to accommodate a range of high quality play fields and sporting venues.
- ▶ The GPGC site presents an outstanding property which is highly suitable for golf course development. Similar to the Oak Creek Golf Club and Tustin Ranch Golf Club sites in Irvine and Tustin, respectively, a high quality golf course can be developed on the subject property at a relatively affordable cost. The property is of sufficient size and configuration, with few constraints, to accommodate a quality 18-hole regulation length course.
- ▶ Regional access to the proposed golf course is outstanding as the site is located in the heart of Orange County. Local access also is very good, with nearby freeway interchanges serving the area.
- ▶ The preliminary concept for the golf course consists of the following elements:
 - 18-hole par-72 regulation length golf course (7,000+ yards)
 - Double-ended lighted golf practice range, with a minimum of 40 tee stations
 - Full service, 25,000-square-foot clubhouse with restaurant, banquet space, pro shop and cart storage
 - Maintenance yard and other support facilities

Golf Market Conditions

- ▶ Strong demand, coupled with limited supply, resulted in excellent financial performance for public golf courses operating in the orange County golf market during the 1980s and 1990s. This outstanding performance induced substantial expansion of the golf course inventory, particularly high-end daily fee golf courses, leading to moderate oversupply conditions and some market softness.
- ▶ While the Orange County golf market, not unlike most major metropolitan markets across the country, softened between 2002 and 2012, Orange County remains one of the most attractive golf markets in the country. Demographic characteristics are very favorable to golf participation (demand), climate accommodates year-round play, golf is routinely utilized in conducting business, and a strong visitor market is available.
- ▶ Most Orange County golf courses experienced declines of 12-15 percent in golf revenues (greens fees, cart rentals, and driving range) between 2008 and 2010, before stabilizing in 2011 and posting

modest improvement in 2012 and 2013. The improved performance, in part, is attributed to favorable weather conditions. Nonetheless, the market has clearly stabilized and demonstrated positive growth.

- ▶ While all segments of the golf market have been affected, much of the market softness is concentrated in the high-end daily fee and private club segments of the market. The mid-market daily fee segment (\$40-\$60 greens fees) has emerged as the most productive and resilient market positioning, with substantial depth and appeal to most golfers interested in maximizing the value of their golf experience.
- ▶ There are very limited opportunities to develop additional golf in Orange County, with the GPGC representing one of the few, and perhaps only, viable opportunity. While there are potential golf course sites available in the Inland Empire, due primarily to economic considerations, there are no golf projects likely to be developed in this region in the foreseeable term.
- ▶ Future mid- and long-term growth in regional golf demand will be influenced by population growth, the aging of the baby boom segment, propensities and frequency of play, and the health of the economy. Depending on projected demographic shifts, change in propensities to play golf, the future fee structure, changes in the inventory of courses, and other such factors, most models predict annualized growth between .5 and 1.5 percent over the mid- to long-term.

GPGC Projected Performance

- ▶ Based on the proposed GPGC development concept, locational and other characteristics of the subject site, current and anticipated future golf market conditions, and performance of similar positioned properties, performance for the GPGC has been projected.
- ▶ The projected performance of the golf course is predicated on a series of factors and assumptions, including the following:
 - The golf course is operated as a public-access daily fee golf course. The golf course is positioned to serve the upper-mid-market segment.
 - The course is maintained, operated, and managed by a professional golf course management firm on a fee-for-service basis.
 - Irrigation water is provided by the Irvine Ranch Water District. Consumption is estimated at 400 acre feet per year. The current rate for non-agricultural landscape use is \$550 per acre foot (\$1.27 per hundred cubic foot unit).
 - No resident greens fees discounts are offered to project or City of Irvine residents.
 - Golf carts and maintenance equipment are assumed to be leased, with lease payments treated as an annual operating expense.
 - A capital improvement reserve is funded annually for the future replacement of depreciating golf course and support facility capital improvements.
 - All monetary values are expressed in constant 2013 dollars.
- ▶ Stable year performance estimates for GPGC are as follows:

Summary of Findings

- Annual play at stabilization is projected at 55,000 rounds, of which 65-75% are expected to derive from golfers residing within a 20-minute drive time.
 - Standard 18-hole greens fees, excluding cart, are estimated at \$45 weekdays and \$65 weekends. A series of discounts would be offered to seniors and juniors, and reduced twilight and super-twilight rates would be offered. The average greens fees for total rounds is projected at \$45 per round.
 - Cart utilization is estimated at 75%. Cart rates are \$15 per golfer for 18-hole play and \$10 per golfer for twilight/super-twilight play, yielding an average cart revenue of \$10 per total round.
 - Ancillary revenue is generated from merchandise sales, golfer food and beverage sales, banquet and other special event food and beverage sales, and rentals and miscellaneous sources of income.
- ▶ Net operating income (earnings before interest, taxes, depreciation and amortization--EBITDA) at a stabilized play level, expressed in constant 2013 dollars, is projected at just over \$1 million, as shown in Table II-1. Stabilized play is expected within about three years of course opening.
 - ▶ The operating margin, defined as the ratio of net operating income to gross revenue, is projected at 19.2 percent. Similarly positioned golf courses in Southern California typically operate at margins ranging from 15 to 25 percent.
 - ▶ As golf is characterized as a fixed cost business, small changes in revenue have a large impact on net operating income. The following demonstrates the sensitivity of net operating income to minor changes in greens fees (rounds and average rate) assumptions.

GRGC Net Operating Income Sensitivity			
	Baseline	Downside	Upside
Annual Play	55,000	50,000	55,000
Average Greens Fees	\$45	\$45	\$50
Projected Income (\$000)			
Gross Revenue	\$5,250	\$4,920	\$5,525
Less: Cost of Sales	682	655	682
Gross Profit	\$4,568	\$4,265	\$4,843
Less: Operating Expenses	\$3,560	3,550	3,570
Net Operating Income	\$1,008	\$715	\$1,273

Summary of Findings

Table II-1: GRGC Projected Stable Year Net Operating Income (thousands of constant 2013 dollars)	
Gross Revenue	
Greens Fees	\$2,475
Cart Rental Fees	550
Practice Range	320
Merchandise Sales	275
Food & Beverage-Golfers	330
Food & Beverage-Banquet/Special Events	1,200
Miscellaneous	100
Total	\$5,250
Cost of Sales	
Merchandise	192
Food & Beverage	490
Subtotal	\$682
Gross Profit	\$4,568
Operating Expenses	
Course Maintenance	\$1,105
Golf Operations	615
Food & Beverage	690
Clubhouse Undistributed	250
General & Administrative	750
Capital Improvements Reserve	150
Total	\$3,560
Net Operating Income	\$1,008

III. Project Description and Market Area Characteristics

The following section presents a brief description of the proposed golf course project and general characteristics of the market area.

Project Description

The proposed Great Park Golf Club (GPGC) would be developed on the former El Toro MCAS within the Great Park Neighborhoods master planned residential community. The golf course would be a major component of the Great Park Sports Complex, a multi-use facility offering a broad range of world-class recreational uses.

The golf course is designed as an 18-hole, par-72 regulation length golf course measuring over 7,000 yards from the back tees. The course would be designed as a returning nine routing, with each nine offering two par-3, five par-4 and two par-5 holes. Numerous sets of tees will be offered to accommodate golfers of varying abilities.

A double-ended practice range would be developed, with a commercial tee line of 40-50 tees available for same day golfers and practice. A smaller tee line dedicated to instruction would be developed on the opposite end of the range. The range would be lighted for night use.

The course would be operated out of a large 25,000-square-foot clubhouse, consisting of a golf pro shop, golfer grill, special events areas, cart storage and other support areas. Special events/banquets with seating for as many as 250 guests would be accommodated.

Golf course irrigation is assumed to be provided by the Irvine Ranch Water District. Annual consumption is estimated at 400 acre feet. The water would be delivered to an on-course reservoir (water feature), from which it is pumped into the irrigation system. The current cost of water used for non-agricultural landscaping is \$1.27 per hundred cubic foot unit, or \$550 per acre foot. With pumping expenses, the cost of irrigation water is estimated as follows:

	Annual Amount
Irrigation Water (400 A.F. @ \$550)	\$220,000
Pumping Expenses (@ \$100)	40,000
Total Annual Irrigation Expenses	\$260,000

Location and Access

The Great Park Golf Club property is located within Orange County's Great Park, in the City of Irvine, California. Located within two miles of the confluence of the Santa Ana (Interstate 5) and San Diego (Interstate 405) freeways, regional access to the property is excellent (see Figure III-1). The Interstate 5 and Interstate 405 freeways are two of the north-south transportation corridors serving Orange County.

Local access is very good as well (see Figure III-2). The Great Park is located near the intersection of Highway 133 (Laguna Freeway) and Trabuco Road. Highway 133 is a freeway extending from the San Joaquin Transportation Corridor on the south to the Eastern Transportation Corridor on the north, traversing both the San Diego and Santa Ana Freeways, about one mile north of the confluence of these two freeways. There is a Highway 133 freeway interchange at Irvine Boulevard, a primary north-south arterial located one mile east of Trabuco Road. From Highway 133, the Great Park is accessed by exiting the freeway at Irvine Boulevard, traveling north a short distance to Sand Canyon Avenue, west on Sand Canyon to Trabuco Road, and then south about one mile to the Great Park.

Alternatively, the Great Park can be reached by exiting Interstate 5 at Sand Canyon Avenue, traveling east one mile to Trabuco Road and then south about one mile to the Great Park.



Project Description



Figure III-1: Great Park Golf Club Regional Access



Market Area Characteristics

Market Area Definition

The primary market area for a golf course is influenced by a number of factors including course quality, rate structure, transportation network and access, location and characteristics of competitive facilities, resident demographic attributes, and other such factors. In most urban markets, the primary market area, from which 65 to 75 percent of play is derived, is typically an area which represents approximately 20 to 30 minutes of driving time. Owing to the quality of the subject course, the location of the property, and the location of existing competitive golf courses, Pro Forma Advisors has defined the primary market area as corresponding to the area within about 15 miles of the subject. This area, representing about a 20- to 30-minute drive time from the subject, is illustrated in Figure III-3. As shown, the primary market area extends from Dana Point on the south to Costa Mesa/Santa Ana on the north, and from Irvine Coast on the west to the Santa Ana Mountain foothills on the east. The secondary market area, from which most of the remaining market support derives, is defined as the balance of the Orange County, corresponding to about a 30- to 60-minute drive time.

Demographic Characteristics

The Great Park is located in the heart of Orange County--nearly all of the 3.09 million County population lies within a 30- to 45-minute drive time. The comparative demographics of the population is shown below:

Table III-1: Orange County Demographic Summary		
	Orange County	California
Population (000)		
2000	2,846.3	33,871.6
2010	3,017.3	37,309.4
2020	3,198.3	40,643.6
2030	3,286.1	44,279.4
Average Annual Growth		
2000-2010	0.59%	0.97%
2010-2020	0.58%	0.86%
2020-2030	0.27%	0.86%
Median Age	36.2	35.3
Population 65+	11.9%	11.7
Median HH Income	\$75,760	\$61,630



Project Description



Figure III-3: Great Park Golf Club Primary Market Area

The population residing within an approximate 20-minute drive time of the subject site is just under 900,000, or about 30% of the countywide population. Between 20- and 30-minutes drive time, there is an additional 1.5 million population.

Orange County Population by Distance from Site		
Band	Population	% of Total
0-20 Minutes	900,000	29%
20-30 Minutes	1,500,000	49%
30+ Minutes	<u>690,000</u>	<u>22%</u>
Total	3,090,000	100%

The senior population is particularly important in estimating the demand for golf as the propensity and frequency of play both increase with age.

Orange County Senior Population				
Year	Population (000)			Average % Increase
	65-74	75-84	Total	
2000	148.7	98.0	246.7	---
2010	189.6	113.4	303.0	2.08%
2020	283.9	142.1	426.0	3.47%
2030	367.6	219.1	586.7	3.25%

Thus, while the total population in Orange County is projected to increase at an average rate well under 1 percent per year, the 65-84 year age cohort is projected to increase at an average annual compound rate of 3-4 percent.

Orange County Economic Conditions

Over the years Orange County has transitioned from primarily a bedroom suburban community serving Los Angeles County to a significant economic center. At this time there is a relatively even residential-employment balance.

In the past 10-15 years, Orange County's economy has undergone a fundamental restructuring caused primarily by defense downsizing during the 1990s. This restructuring is manifested by a steady decline in manufacturing employment at the same time employment in consumer and producer services have expanded.

Project Description

In general, Orange County's job growth has exceeded that of the U.S. consistently over the past 10-20 years. The rate of Orange County employment growth over the past 10-15 years has averaged slightly more than 2.0 percent annually, which has exceeded both U.S. and California employment growth.

The current April 2013 (preliminary) distribution of Orange County payroll employment by industry is summarized as follows:

Industry	Employment April 2013* (000)
Mineral Extraction/Farming	3.8
Construction	73.0
Manufacturing	158.7
Trade, Transportation & Public Utilities	243.8
Information Technology	24.5
Financial Activities	113.8
Professional Services	255.8
Education & Health Services	169.8
Leisure Services	184.5
Other Services	44.8
Government	<u>151.8</u>
Total Employment	1,424.3

*Payroll employment.

As with all major metropolitan areas of California, Orange County was significantly impacted by the severe economic downturn which commenced in the latter part of 2007. Total payroll employment declined from its peak level of 1.52 million in mid-2007 to a low point in March 2010 at 1.34 million, before rebounding sharply to its current level of 1.424 million. The unemployment rate reported in April 2013 is 5.7 percent, down considerably from the 10.0 percent peak recorded in January 2010, and significantly below the April 2013 California unemployment rate of 8.5 percent, and well under the 7.1 percent rate for the nation.

The current economy is relatively diversified, although high-tech industries and tourism represent the two main drivers of the economy. The Orange County economy clearly has stabilized, and the region presently is enjoying an extremely healthy economic recovery.

IV. Golf Market Overview

The following section presents a review and analysis of the national and regional golf market.

National Golf Market Trends

Nationwide, golf play increased steadily between the mid-1980s and 2000. As shown in Table IV-1, during this period, the total number of annual rounds played nationally increased at an average rate of 2.4 percent per year. Golf balls sold, perhaps the best indicator of play, increased at a similar rate (2.5 percent per year). This unprecedented growth in golf play was due to a number of factors including:

- ▶ An increase in the number of golfers,
- ▶ The increasing importance of golf-oriented real estate,
- ▶ Expansion of the golf tourism industry, and
- ▶ One of the longest economic expansions in the nation's history.

The increase in golf demand and the popularity of golf-related housing development during the 1990s stimulated extraordinary expansion of the national golf course inventory, primarily between 1995 and 2002, as summarized in Table IV-2. Over the full 1990-2010 period, the inventory of golf courses in the United States increased by 34 percent, while the U.S. population registered only a 24 percent gain, and golf demand (play) increased only 12 percent over this same period.

Right after the new century started, the first signs of industry problems surfaced, and have persisted for the past 10 years. While total golfers and rounds played are down industrywide, individual golf courses have experienced steeper declines in utilization, along with revenue contraction and falling net operating income, as the market totals are spread over an increased supply of facilities. Further, golf course transaction prices have declined precipitously, bankruptcies and foreclosures have become routine, and new golf course construction has virtually ceased while the number of courses closing now well exceeds new openings. The impact of market softness has been widespread and affected all segments of the market and all geographic areas.

The National Golf Foundation (NGF) reports that over the 2001-2011 period, annual golf play in the United States declined from 518 million to 449 million rounds, or over 13 percent, before rebounding somewhat in 2012. Golf ball sales, perhaps a better indicator of demand, declined by about 20-25 percent over this time period. The golf participation rate, after rising steadily through 2003, has fallen precipitously from 12.4 percent in 2004 to a current level estimated at only 9.2 percent. (It should be noted that the golfer participation rate is based on the number of golfers relative to the population over the age of 6 years old). Since 2007, the golf market has been significantly impacted by the national economic recession. Annual rounds in the U.S., according to industry reports, have declined by nearly 9 percent since 2007. Other independent sources indicate a much more severe contraction, which is borne out by golf ball sales and other market

Table IV-1: Indicators of U.S. Golf Demand (1985-2012)

Year	Rounds (millions)	Number of Golfers ¹ (millions)	Participation Rate ²	Golf Ball Sales ³ (millions of dozens)
1985	365	17.5	10.2	36.0
1990	400	27.8	13.5	42.0
1995	420	25.0	11.6	46.0
2000	518	28.8	11.7	52.2
2001	518	29.5	11.9	50.0
2002	502	29.5	12.0	46.7
2003	495	30.4	12.4	43.4
2004	499	29.5	11.5	43.4
2005	489	29.3	11.2	43.6
2006	493	29.4	11.2	44.0
2007	490	29.5	11.1	43.5
2008	481	28.6	10.7	42.2
2009	477	27.1	10.0	40.1
2010	466	26.1	9.6	-- ^{5/}
2011	460	25.5	9.2	-- ^{5/}
2012	488	25.7	9.0	-- ^{5/}
Average Annual Growth				
1985-1990	1.8%	9.7%	---	3.1%
1990-1995	1.0%	(2.1)%	---	1.8%
1995-2000	4.3%	2.9%	---	2.6%
Subtotal	2.4%	3.4%	---	2.5%
2000-2005	(1.1%)	0.3%	---	(3.5%)
2005-2010	(1.0%)	(2.3%)	---	(2.1%) ^{4/}
2010-2012	2.3%	(0.8%)	---	-- ^{5/}

1/ Represents golfers over 12 years of age. 2/ Estimated by PFA. 3/ Estimated by PFA based on "soft goods" sales recorded by Data Tech and golf ball manufacture sales. 4/ For period 2005-2009. 5/ Data for 2010-2012 not available in comparable format.
 Source: National Golf Foundation and Pro Forma Advisors LLC.

Table IV-2: Number of Golf Courses ¹ - U.S.				
Year	Average Annual Courses Added	Average Annual Courses Closed	Total Golf Courses ²	Average Annual Percent Change
1990	---	---	11,105	---
2002	315	15	14,725	2.96%
2006	120	60	14,968	0.80%
2007	115	95	14,988	0.13%
2008	70	105	14,953	(0.23%)
2009	50	100	14,903	(0.33%)
2010	45	110	14,838	(0.44%)
2011	35	140	14,733	(0.71%)
2012	14	155	14,592	(0.96%)
^{1/} 18-hole equivalents. ^{2/} Includes courses added, less courses closed., 2006-2011 Source: National Golf Foundation; and Pro Forma Advisors.				

indicators. Rounds nationally in the United States increased a rapid 5.7 percent in 2012, largely due to favorable weather in most parts of the country.

Since 2002, the construction of new courses has declined sharply, and the rate at which courses have closed has accelerated. Between 2006 and 2012, for example, the number of courses closed exceeded new course openings. New courses have been added to the inventory since 2006 at an annual rate of 70-75 courses per year, while course closings have averaged about 110 per year over this period. Despite the slowing expansion of new supply over the past five years, golf market conditions in most markets continued to deteriorate through 2010, although most markets experienced stabilization in 2011 and slight improvement in 2012 (weather adjusted).

Regional Market Trends

Golf demand in Southern California also has increased steadily over the past 10 to 20 years, with strong growth occurring since the mid- to late-1980s time period. Through the mid-1990s, there was relatively limited expansion of the inventory of golf facilities. In the early 1990s, the municipal golf courses and limited number of daily fee golf courses in Southern California were performing exceptionally well, with municipal golf course play exceeding 100,000 rounds at many Southern California courses and play on daily fee courses in the range of 60,000-80,000 annual rounds.

In response to increasing demand and a static supply situation, a number of golf courses were developed. The total number of public regulation length golf courses that have opened in Southern California since 1995 is summarized in Table IV-3.

Table IV-3: Number of Regulation Length Public Golf Courses Opened by Year									
		Los	San	Inland		Santa		San Luis	
Year	Orange	Angeles	Diego	Empire ¹	Ventura	Barbara	Kern	Obispo	Total
Up to 1995	21.0	40.5	33.0	44.5	12.5	6.5	7.0	5.0	170.0
1996	2.0	0.0	0.0	1.0	0.0	0.0	0.0	1.5	4.5
1997	1.0	0.0	0.0	1.0	0.0	0.0	0.0	1.0	3.0
1998	0.0	0.0	1.0	1.0	0.0	2.0	0.0	0.0	4.0
1999	2.5	1.0	2.0	2.0	2.0	0.0	1.0	1.0	13.5
2000	0.0	4.0	1.0	5.0	1.0	0.0	0.0	0.0	12.0
2001	3.0	0.0	1.0	1.0	1.0	0.0	0.0	0.0	7.0
2002	0.0	0.0	0.0	1.0	2.0	0.0	0.0	0.0	5.0
2003	0.0	1.0	0.5	1.0	0.0	0.0	0.0	0.0	2.5
2004	1.0	1.0	0.0	0.0	0.5	0.0	0.0	0.0	3.0
2005	0.0	0.0	1.0	0.0	0.5	0.0	0.0	1.0	3.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	2.0
2008	0.0	0.0	0.0	2.0	0.5	0.0	0.0	0.0	3.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total	30.5	47.5	40.5	60.5	20.0	8.5	8.0	9.5	225.0
Change 1996-2012)									
Number	9.5	7.0	7.5	16.0	7.5	2.0	1.0	4.5	56.0
Percent	45%	17%	23%	36%	60%	31%	14%	90%	33%

¹Excludes Coachella Valley.

As shown, these additions represent a 33 percent increase in the Southern California public golf course inventory. At the same time, six regulation length public golf courses have been closed in Southern California (Inland Empire and Orange County) over the past 6-7 years, reducing the net increase to 50 courses (29% net increase).

Orange County, with a current inventory of 28 regulation length public courses (closings include Green River 18-hole Orange Course, El Toro 18-hole course, and Ridgeline 9-hole course), represents 13.5% of the total inventory, while the County has accounted for over 17% of the additions to the inventory since 1995. There have been 9.5 new courses (18-hole equivalents) added to the golf course inventory in Orange County since 1995, providing many more options for residents of the region. No new golf courses have entered the Southern California golf market in the past four years, and none are expected to be added in the next 3-5 years. As noted, 2.5 regulation length golf courses in the County have closed over recent years.

All of the public golf course inventory expansion in Orange County was concentrated in the upper-mid and high-end course market segments such that the inventory of high quality public access courses increased from five courses in 1995 (Pelican Hill-36, Monarch Beach, Tustin Ranch, and Tijeras Creek) to 13 currently (see Table IV-4). There have been no new golf courses added to the inventory in Orange County since Arroyo Trabuco Golf Club opened in 2004.

Table IV-4: Inventory of Orange County High Quality Daily Fee Golf Courses				
Course	# of Holes	Year Opened	Posted 18-Hole Greens Fees*	
			Weekday	Weekend
Monarch Beach	18	1983	\$185	\$210
Tustin Ranch	18	1989	110/55	160/90
Tijeras Creek	18	1990	95/60	120/80
Pelican Hill	36	1991	290	290
Coyote Hills	18	1996	70/55	90/75
Oak Creek	18	1996	130/79	175/115
Strawberry Farms	18	1997	110/75	160/115
Westridge	18	1999	58	86
Talega	18	2000	80/55	100/75
Mile Square	18	2001	38	60
Black Golf	18	2001	87/67	115/87
Arroyo Trabuco	18	2004	72/59	101/89
* Non-resident rates/resident rates. Rates include cart fee.				

Orange County Supply/Demand Conditions

There are 28 regulation length public access golf courses currently serving Orange County residents, generating an estimated 1,650,000 rounds annually. The inventory of public golf courses by market positioning is distributed as follows:

Orange County Inventory of Regulation Length Public Golf Courses				
Market Positioning	Greens Fees	Number of Courses	Percent Distribution	Average Annual Rounds/Course
Entry Level	Below \$30	9	32%	70,000
Mid-Market	\$30-\$45	8	29%	58,000
Upper-Mid Market	\$45-\$75	7	25%	52,000
High-End	\$75+	5	18%	38,000
Total	---	28	100%	59,000

In Orange County, a disproportionately large share of the current inventory of golf courses is concentrated in the upper-mid and high-end segments of the market. Conversely, there is a disproportionately low number of golf courses in the entry level and mid-market segments of the market. The availability of higher quality, affordable golf courses to the east in the Inland Empire provides additional capacity to golfers seeking more affordable greens fees.

The average play levels for the varying classes of courses are generally within a reasonable range for their market positioning, thus suggesting the market is near an equilibrium position. In particular, the mid-market and upper-mid market segments show reasonable market strength.

One indicator of golf market conditions is the ratio of population to golf courses. Table IV-5 presents the population per golf course ratio for Orange County compared with the State of California for two benchmark years--1990 and 2012. As shown, the current ratio for Orange County of 110,350 population per golf course is well above the statewide ratio of 76,020, indicating that there are fewer public golf courses supplied in Orange County relative to its population (demand) when compared with the State as a whole.

Suburban areas like Orange County typically require one 18-hole regulation length golf course per 100,000 population. Based on this demand factor, the County golf market is roughly in-balance at present, which is consistent with the overall health of the golf courses operating in the market. Again, though, the high end of the market is oversupplied, while the mid-market is undersupplied at present.



Table IV-5: Ratio of Orange County Population Per Golf Course						
	Population (millions)		Number of Public Access Golf Courses		Population per 18-hole Golf Course	
Year	Orange County	California	Orange County	California	Orange County	California
1990	2.41	29.32	19.5	330	123,590	88,900
2012	3.09	37.25	28.0	490	110,350	76,020
Increase (Decrease)						
Number	0.68	7.93	10.0	160	(13,240)	(12,880)
Percent	28.2%	27.1%	51.3%	48.5%	(10.7%)	(14.5%)

Golf Course Survey

Selected characteristics of a number of higher quality public access golf courses in Orange County is presented in Table IV-6. Courses surveyed include the following:

- ▶ Coyote Hills Golf Club, Fullerton
- ▶ Black Gold Golf Club, Yorba Linda
- ▶ Arroyo Trabuco Golf Club, Mission Viejo
- ▶ Strawberry Farms Golf Club, Irvine
- ▶ Oak Creek Golf Club, Irvine
- ▶ Westridge Golf Club, La Habra
- ▶ Tijeras Golf Club, Rancho Mission Viejo
- ▶ Tustin Ranch Golf Club, Tustin
- ▶ Talega Golf Club, San Clemente
- ▶ Mile Square Golf Course, Fountain Valley
- ▶ Anaheim Hills Golf Course, Anaheim
- ▶ Rancho San Joaquin Golf Course, Irvine

Table IV-6: Selected Characteristics of Orange County Regional Golf Courses

Course	Coyote Hills	Black Gold	Arroyo Trabuco	Strawberry Farms	Oak Creek	Westridge
Location	Fullerton	Yorba Linda	Mission Viejo	Irvine	Irvine	La Habra
Course Architect	Cal Olson	A. Hills	Lehman/O'Callahan	Jim Lipe	Tom Fazio	Pascuzzo/Graves
Owner	Coyote Hills Inv.	City of Yorba Linda	DMB	Jamison	The Irvine Company	Westridge Golf
Operator	American Golf	Kemper	Donovan	Jamison	Irvine Company	LMT Mgmt.
Year Opened	1996	2001	2004	1997	1996	1999
Number of Holes	18	18	18	18	18	18
Par	70	72	72	71	71	72
Course Length (back/middle)	6,510/6,007	6,856/6,439	7,011/6,602	6,712/6,287	6,834/6,515	6,600/5,885
Rating (back/middle)	71.1/68.6	73.1/71.6	73.7/71.3	72.7/70.4	71.9/70.3	72.7/68.8
Slope (back/middle)	128/120	133/130	134/129	134/129	127/123	135/126
Greens Fees (reg/club)						
18 Holes						
Weekday	\$70/55	\$87/67	\$72/59	\$110/75	\$130/79	\$58
Weekend	90/75	\$115/87	101/89	160/115	175/115	\$86
Twilight/9 Holes						
Weekday	45/40	\$55	57/48	75	75	\$44
Weekend	55/50	\$75	74/64	100	95	\$54
Super Twilight						
Weekday	30	\$39	40/35	50	55	\$34
Weekend	30	49	50/40	75	65	\$44
Seniors						
Weekday	49	\$52/43	55	65	85	\$44
Weekend	---	---	75	---	---	---
Estimated Avg. Rate	\$55	\$60	\$55	\$80	\$90	\$45
Annual Loyalty Card	\$249	---	\$135	\$395	\$219	---
Cart Fees (per player)	Included	Included	Included	Included	Included	Included
GPS Available	Included	Included	---	Yes	No	Yes
Range Balls Incl.	Yes	No	No	In WE rate	No	No
Facilities						
Clubhouse Size (s.f.)	20,000	20,000	18,000	7,000	10,000	15,000
Seating Capacity	230	200	300	350	75	485
Driving Range	Yes	Yes	Yes	Yes	Yes	Yes
# of Tees	45	22	35	35	65	35
Annual Rounds	54,000	50,000	55,000	44,000	48,000	60,000
% Twilight/9-Hole Play	20%	15%	15%	15%	12%	20%

Table IV-6 (continued): Selected Characteristics of Orange County Regional Golf Courses

Course	Tijeras Creek	Tustin Ranch	Talega	Mile Square	Anaheim Hills	San Joaquin
Location	Santa Margarita	Tustin	San Clemente	Fountain Valley	Anaheim	Irvine
Course Architect	Ted Robinson	Ted Robinson	Schmidt-Curley	Rainville	Richard Bigler	Wm. F. Bell
Owner	Pacific Mutual	Sanyo Foods	Talega Invest	Golf Partnership	Anaheim	American Golf
Operator	OB Sports	Crown	Talega Invest	Golf Partnership	Championship Golf Services	American Golf
Year Opened	1990	1989	2000	1969/2001 ^{1/}	1972	1970
Number of Holes	18	18	18	36	18	18
Par	72	72	72	72/72 ^{1/}	71	72
Length (back/middle)	6,918/6,547	6,803/6,446	6,951/6,583	6,629/6,460 ^{1/}	6,249/6,009	6,431/6,158
Rating (back/middle)	73.4/71.1	72.4/70.6	73.6/71.8	71.2/70.7 ^{1/}	69.6/68.4	70.8/69.7
Slope (back/middle)	136/129	129/124	137/130	126/119 ¹	117/114	128/125
Greens Fees (reg/club)						
18 Holes						
Weekday	\$95/60	\$110/55	\$80/55	\$34/38 ^{1/}	\$48/39	\$42
Weekend	120/80	160/90	100/75	\$48/60 ^{1/}	66/56	59
Twilight/9 Holes						
Weekday	75/50	75/45	60/45	\$19/21 ^{1/}	32/26	35
Weekend	95/70	90/65	80/65	\$25/31 ^{1/}	40/32	45
Super Twilight						
Weekday	\$45	30	45	---	20	27
Weekend	\$45	45	55	---	20	27
Seniors						
Weekday	60/50	68	65	---	\$36	29
Weekend	---	---	\$85	---	---	---
Estimated Avg. Rate	\$60	\$65	\$55	\$45	\$34	\$30
Annual Loyalty Card	\$149	\$480	\$250	---	\$175	---
Cart Fees (per player)	Included	\$20	Included	\$13 per person	Included	Included
GPS Available	No	Yes	Yes	No	Yes	No
Range Balls Incl	Yes	No	No	45%	100%	No
Facilities						
Clubhouse Size (s.f)	10,000	8,000	15,000	15,000	30,000	8,000
Seating Capacity	300	230	150	300	350	175
Driving Range	Yes	Yes	Yes	Yes	Yes	Yes
# of Tees	40	40	30	40	30	50
Annual Rounds	53,000	50,000	46,000	120,000	48,000	84,000
% Twilight/9-Hole Play	15%	10%	18%	20%	20%	25%

Golf Market Overview

Rounds and rates at golf courses surveyed is summarized in Table IV-7.

Table IV-7: Summary of Rounds and Rates at Orange County Courses Surveyed					
Golf	Standard Rates		Resident/Loyalty Club Rates		Annual
Course	Weekday	Weekend	Weekday	Weekend	Rounds
Coyote Hills	\$70	\$90	\$55	\$75	54,000
Black Gold	87	115	67	87	50,000
Arroyo Trabuco	72	101	59	89	55,000
Strawberry Farms	110	160	75	115	44,000
Oak Creek	130	175	79	115	48,000
Westridge	58	66	58	66	60,000
Tijeras Creek	95	120	60	80	53,000
Tustin Ranch	110	170	55	90	50,000
Talega	80	100	55	75	46,000
Mile Square	51	73	51	73	120,000
Anaheim Hills	48	66	39	56	48,000
Rancho San Joaquin	42	59	42	59	84,000

Based on a survey of a selected sample of the higher quality facilities serving the area, the following observations are offered.

- ▶ Entry level and mid-market public access golf courses in Orange County continue to operate at high volume, with the demand for these relatively affordable golf courses exceeding the existing supply.
- ▶ The upper-mid-market and high-end segments of the Orange County public golf market are highly competitive. There are numerous options available to regional golfers seeking a higher level golf experience at greens fees exceeding \$50 on weekdays and \$75 weekends.
- ▶ The regional public golf market, like virtually all other areas of Southern California, experienced a sharp downturn with the onset of the severe economic recession of 2007, although the market has clearly stabilized in 2012 and shown modest improvement in 2013. Even with the modest gains in the past two years, play levels at most golf courses in the region are still 10-15 percent below their levels achieved in the 2007-2008 period.
- ▶ There are a number of high quality golf options available to Orange County residents in the Inland Empire. These golf courses in the western Riverside and San Bernardino County area offer a high quality golf experience at greens fees which are discounted 30% to 50% compared with comparable Orange County courses.
- ▶ Over the past four years, posted weekday and weekend greens fees have generally remained unchanged, with some courses reducing, and some increasing, rates slightly.
- ▶ Numerous specials and other discounts have increased in importance in recent years, primarily related to weekday play. Increasingly, frequent player clubs and other loyalty programs have been offered which feature discounted greens fees.
- ▶ As a result, the average greens/cart fee declined slightly at most courses between 2001 and 2007, showing more pronounced declines in 2008-2012 period.
- ▶ Weekend play levels remain moderately strong. However, there is strong competition for golf play during weekdays.
- ▶ Many of the higher quality daily fee golf courses in the region offer an annual membership program. Typically, these courses offer a range of programs such as 7-day unlimited golf, weekday unlimited golf, single memberships, family memberships, and corporate memberships in an effort to tailor the offering to individual needs. At many courses, 50-100 such memberships are sold annually. Unlimited 7-day annual memberships are priced between \$3,000 and \$4,000 for single and \$4,000 to \$5,000 for couples/families. Weekday annual memberships typically are discounted about 40 percent.
- ▶ There also are numerous programs which require a nominal annual fee (less than \$200) which provide greens fee discounts. In effect, these are loyalty programs. Greens fee discounts generally range from 10 to 20 percent off posted rates at mid-market courses, and 25 to 50% at high-end courses. Discounts of 10 to 15 percent applied to merchandise and food and beverage sales also are offered.

V. Great Park Golf Club Market Potential

Based on the characteristics of the Great Park Golf Club and golf market considerations, potential performance for an 18-hole public access golf course within the Great Park in Irvine is presented below.

Market Positioning

There are 28 regulation length public access golf courses in Orange County serving a broad spectrum of the market, from entry level courses such as Willowick in Garden Grove to Pelican Hill on the Irvine Coast. As previously noted, the Orange County golf market, overall, is generally in-balance. Typically, 10-20 percent of the public golf course inventory is positioned to serve the high end of the market. In Orange County, 10-12 of the 28 golf course are classified as upper-mid or high-end daily fee courses, indicating that the high end segment of the golf market is over-served. At the same time, the entry level and mid-market segments of the public golf market are under-served at present. The under-served character of the market is evidenced by the high play levels on the municipal golf courses serving the market, which averages about 75,000 to 80,000 rounds per 18-hole golf course per year.

The notable strength in the Southern California golf market is the mid- to upper-mid daily fee market segment--those golf course which provide a quality golf experience at a relatively affordable price. These high value courses command 18-hole greens fees of \$35-\$45 on weekdays and \$50-60 on weekends, plus cart. Prime examples of Southern California golf courses developed over the past 15 years which are oriented toward the mid- to upper-mid market include:

Course	Location	Greens Fees (including cart)		Annual Rounds
		Weekday	Weekend	
Rustic Canyon	Moorpark	\$58	\$81	55,000
Encinitas Ranch	Encinitas	61	78	65,000
Goose Creek	Mira Loma	49	75	55,000
Arroyo Trabuco	Mission Viejo	59	89	60,000
The Vineyards	Escondido	49	65	55,000

The appropriate positioning for a golf course depends on numerous factors including, but not limited to, market demographics, competitive courses, development objectives, available funding, and support facility requirements. For the development of the Great Park Golf Club, an upper-mid-market positioning appears to be warranted. In effect, the golf course would be positioned similarly to regional golf courses such as Arroyo Trabuco, Black Gold, Coyote Hills and Tijeras Creek, and just below the higher end daily fee courses such as Oak Creek and Strawberry Farms. Over the past 10 years, this segment of the golf market has proven to be the most productive as it provides the greatest value to golfers, combining quality golf experience with relatively affordable pricing.

It is recommended that the Great Park Golf Club be positioned to serve the mid- to upper-mid public golf market segment. A greens fees structure of \$45 weekday (\$60 including cart) and \$65 weekend (\$80 including cart) is considered reasonable and attainable:

	Greens Fees (excluding cart)	
	Weekday	Weekend
18-Hole Standard	\$45	\$65
Senior	\$35	---
Junior	\$20	\$25
Twilight	\$25	\$40
Super-Twilight	\$20	\$20

Carts would be optional, with an 18-hole fee of \$15 per golfer (\$10 for twilight and super-twilight).

Golf Course Utilization

Given the greens fees structure, stabilized annual play is projected at 55,000 rounds, expected to be reached within three years of opening. About 70% of play is expected to derive from residents of the primary market area (20-minute drive time), or just under 40,000 rounds per year. Most of the balance of the play would derive from Orange County residents outside the primary market area.

VI. Projected Financial Performance

Based on the data and analysis presented in earlier sections of the report, the following section contains projections of financial performance for the proposed Great Park Golf Club.

Operating Assumptions

Net operating income for the Great Park Golf Club is projected based on a series of underlying factors and assumptions. Subsequently, the economics of the golf course is tested by varying several of the key assumptions.

Projectwide Assumptions

The principal baseline projectwide assumptions are as follows:

- ▶ The course is operated as a public access course.
- ▶ The golf course is assumed to be owned by a public agency, and thus not subject to possessory interest property taxes.
- ▶ A state-of-the-art, double ended practice range is developed as part of the overall complex.
- ▶ The golf course is operated by a professional golf course management company under a fee-for-service operating agreement.
- ▶ All management, operating and maintenance is provided by golf course employees at the prevailing private sector compensation structure.
- ▶ The golf course is supported by a 25,000-square-foot clubhouse, which includes a covered 5,000-square foot pavilion and 5,000-square-foot cart storage component.
- ▶ The source of golf course irrigation water is the Irvine Ranch Water District. Consumption is estimated at 400 acre feet per year, and the water is priced at \$550 per acre foot (\$1.27 per CCF), the "base" rate for non-agricultural landscape uses.
- ▶ Operating expenses include cart lease payments and a maintenance equipment replacement reserve/lease payment allowance. No provision for depreciation, amortization or interest is included. An allowance for a typical golf course professional management fee is included.
- ▶ The food and beverage operation is under the full direction of the golf course operator.
- ▶ All revenue and expense factors shown in this documentation are expressed in constant 2013 dollars.

Project Revenues

The following revenue assumptions are considered reasonable and consistent with the preferred market positioning of the golf course. Note that all monetary values are expressed in constant 2013 dollars.

Annual Rounds

Annual total rounds, including complimentary play, are projected as follows (assumes no resident discounts are offered):

<u>Year</u>	<u>Annual Rounds</u>
1	50,000
2	53,000
3+	55,000

Paid rounds are expected to account for 95% of total rounds played.

Greens Fees

The average greens fees generated at a course reflects the posted greens fees, senior rates, other discount programs offered, and mix of play. The greens fees revenue per daily fee round is projected at \$45, based on a standard 18-hole greens fees structure of \$45 weekdays and \$65 weekends, excluding cart, and a senior rate of \$35, excluding cart.

Cart Revenue

Cart fees are \$15 per player for 18 holes and \$10 per player for twilight/9-hole play. Cart utilization is estimated at 70-80%, yielding average cart revenue of \$10 per round.

Practice Range

GRGC will feature a state-of-the-art, double-ended, golf practice range with 40 tee stations on one end for same-day golfers and practice, and 10-15 tee stations on the far end dedicated to instruction. With night lighting, gross revenue is projected at \$8,000 per tee station (40 stations) per year, or \$320,000 annually at stabilization.

Merchandise

Merchandise revenue is projected at \$5.00 per round.

Food and Beverage

Food and beverage revenue is projected at \$6 per golfer, plus \$1.2 million in banquet/special event and non-golfer revenue.

Other Miscellaneous Revenue

Revenue from club rentals, site fees, tournament fees, instruction, and the like is estimated at \$100,000 per year.

Cost of Sales

The cost of sales relates to the cost of retail merchandise and food and beverage purchased for resale:

Department	Percent of Revenue
Retail Merchandise	70%
Food and Beverage	32%

Operating Expenses

Operating expense projections reflect operation of the Great Park Golf Club by a typical national professional golf operator. Table VI-1 presents comparative operating expenses at selected high quality daily fee golf courses by major expense category. Note that food and beverage expenses have been excluded as these relate specifically to the type and magnitude of food service offered.

Pro Forma Advisors' estimate of stable-year operating expenses for the Great Park Golf Club, with appropriate adjustments, also are shown in the table. The estimated expenses include a provision for course capital replacement reserve and management fee.

The following briefly discusses the principal expenses.

Course Maintenance

Excluding water and maintenance equipment replacement reserves, annual course maintenance is projected at \$775,000 (\$43,000 per hole). This level is in line with comparable upper-mid-market daily fee courses in Southern California. The salaries reflect a full-time maintenance staff of about 14 and are consistent with the wage structure of multi-course professional operators in the region.

The total cost for course irrigation water and utilities are based on water consumption of 400 acre-feet of potable water at \$550 per acre-foot (\$1.27 per hundred cubic feet). In addition, pumping expenses of \$40,000 per year (\$100 per acre-foot) are included.

An expense allocation of \$75,000 for lease of maintenance equipment is consistent with maintaining a full complement of high quality maintenance equipment.

Financial Performance

	A	B	C	D	E	Great Park Golf Club Projected
Course Maintenance						
Salaries and Benefits	\$ 500	\$ 595	\$500	\$ 495	\$450	\$550
Services and Supplies	320	294	210	220	283	225
Water and Utilities	205	185	375	275	350	255
Maintenance Equipment	45	---	10	140	8	75
Subtotal	\$1,070	\$1,074	\$1,095	\$1,130	\$1,091	\$1,105
Golf Operations						
Salaries and Benefits ¹	\$165	\$ 250	\$130	\$ 245	\$131	\$200
Cart Leases	85	65	140	75	141	130
Outside Services	100	50	125	90	123	175
Practice Range	15	50	50	55	50	75
Services and Supplies	20	34	55	85	56	35
Subtotal	\$385	\$ 450	\$500	\$ 550	\$501	\$615
Clubhouse Undistributed	\$195	\$ 59	\$200	\$ 60	\$198	\$250
General and Administrative						
Salaries and Benefits	\$125	\$ 143	185	\$ 200	\$186	\$175
Insurance	60	4	45	30	46	50
Property Taxes	200	284	195	15	197	---
Advertising and Marketing	60	84	---	25	---	150
Credit Card	90		60		---	75
Services and Supplies	215	146	105	185	156	150
Base Management Fee	180	154	---	165	---	150
Subtotal	\$930	\$ 815	\$590	\$ 720	\$585	\$750
Course Capital Reserve	---	---	---	---	---	150
Total	\$2,580	\$2,397	\$2,385	\$2,460	\$2,375	\$2,870

Golf Operations

The Great Park Golf Club will provide a high level of customer service. Overall, Pro Forma Advisors has projected stable-year golf operations expenditures consistent of the average of the high-end daily fee courses shown. Again, the staffing and wage levels are consistent with experience at professionally managed courses.

Clubhouse Undistributed

Undistributed clubhouse expenses (utilities, landscape maintenance, janitorial, replacement reserves, maintenance supplies, and repairs) typically are in the range of \$10 per square foot of building area (including cart storage) per year. Undistributed expenses for the 25,000-square-foot clubhouse for GPGC are indicated at \$250,000, equal to \$10.00 per square foot per year.

Food and Beverage

Food and beverage operating expenses at comparable Southern California high-end daily fee courses typically represent 40 to 50 percent of gross food and beverage revenue. Pro Forma Advisors projects a ratio of 45 percent for GPGC, reflecting the substantial portion of revenue attributable to banquets and special events, where operating expense ratios are relatively low.

General and Administrative

- ▶ **Salaries and Benefits** - With a professional management company overseeing operations and providing specialized backup resources, Pro Forma Advisors projects on-site G&A payroll at \$175,000 annually.
- ▶ **Property Taxes** - As noted, this analysis assumes the course is owned by a public agency and operated under a fee-for-service management agreement. As such, the golf course would not be subject to possessory interest property taxes.
- ▶ **Insurance** - General liability and property insurance is projected at \$50,000 per year for the 18-hole facility and clubhouse. Typically, insurance ranges from \$40,000-\$75,000 per 18-hole course.
- ▶ **Advertising** -Pro Forma Advisors projects a \$150,000 annual advertising budget, equal to just under 3.0 percent of gross revenue.
- ▶ **Other Services and Supplies** - Other expenses are estimated at \$225,000 per year for supplies, printing, travel, entertainment, credit card fees, telephone, audit, data processing, and other similar expenses.
- ▶ **Management Fee** - Management fees (base plus incentive) for courses of this caliber generally range from \$120,000 to \$200,000 per year, or about 3-4 percent of gross revenue. Pro Forma Advisors has



included a base management fee of \$150,000 (FY2013 dollars) per year, equal to about 3.0 percent of stabilized gross revenue.

Course Capital Reserve

An allocation of \$150,000 per year for course replacement reserve (irrigation system, greens, tees, bunkers, water features, clubhouse, and support facilities), which equates to about 3.0 percent of gross revenue, is consistent with other high quality daily fee golf courses.



Stable Year Net Operating Income

Net operating income is defined as earnings before interest, taxes, depreciation and amortization (EBITDA). Allowances for cart lease and maintenance equipment lease/replacement reserve, and an overall capital improvement replacement reserve fund, are included in the analysis.

Based on the series of estimates and assumptions presented above, stable-year net operating income for the Great Park Golf Club is projected in Table VI-2. As shown, based on a stabilized play level of 55,000 rounds, stable-year net operating income is projected at just over \$1 million on gross revenue of \$5.25 million. The projected net operating income is expressed in constant 2013 dollars.

The operating margin, defined as the ratio of net operating income (EBITDA) to total gross revenue, is projected at 19.2 percent. Depending on the volume of food and beverage revenue, where operating margins tend to be lower than that for golf departments, operating ratios for similarly positioned golf courses in Southern California typically range from 15% to 25%.

Table VI-2: Great Park Golf Club Stabilized Net Operating Income constant 2013 dollars)		(thousands of
Gross Revenue	Greens Fees (55,000 @\$45.00)	\$2,475
	Cart Fees (@\$10.00)	550
	Practice Range	320
	Pro Shop/Merchandise (@\$5.00)	275
	Food & Beverage-Golfers (@\$6.00)	330
	Food & Beverage-Special Event/Banquet	1,200
	Other Miscellaneous	100
	Gross Revenue	\$5,250
Cost of Sales	Pro Shop/Merchandise (@70%)	\$192
	Food & Beverage (@32%)	490
	Subtotal Cost of Sales	\$682
Gross Profit	Gross Profit	\$4,568
Operating Expenses		
Course Maintenance	Salaries & Benefits	\$550
	Water & Utilities	225
	Services & Supplies	255
	Maintenance Equip. Replacement Reserve	75
	Subtotal Course Maintenance	\$1,105
Golf Operations	Pro Shop Staff	\$200
	Cart Lease/GPS lease	130
	Cart/Range/Outside Services	250
	Services & Supplies	35
	Subtotal Golf Operations	\$615
Food & Beverage	F&B Operating Expenses (@45%)	\$690
Clubhouse Undistributed	Clubhouse Undistributed (@\$10/sf)	\$250
General & Admin	Salaries & Benefits	\$175
	Insurance	50
	Property Taxes	---
	Other Services/Supplies	225
	Advertising & Promotion	150
	Base Management Fee	150
	Subtotal G&A	\$750
Capital Reserve	Capital Reserve	\$150
Total Expenses		\$3,560
Net Operating Income		\$1,008

Sensitivity Analysis

As golf is characterized as a fixed cost business, small changes in revenue have a large impact on net operating income. The following demonstrates the sensitivity of net operating income to minor changes in greens fees (rounds and average rate) assumptions.

	Baseline	Downside	Upside
Annual Play	55,000	50,000	55,000
Average Greens Fees	\$45	\$45	\$50
Projected Income (\$000)			
Gross Revenue	\$5,250	\$4,920	\$5,525
Less: Cost of Sales	<u>682</u>	<u>655</u>	<u>682</u>
Gross Profit	\$4,568	\$4,265	\$4,843
Less: Operating Expenses	<u>\$3,560</u>	<u>3,550</u>	<u>3,570</u>
Net Operating Income	\$1,008	\$715	\$1,273

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of January 25, 2017, by and between the CITY OF IRVINE, a municipal corporation ("City"), and PASCUZZO GOLF DESIGN, a California corporation ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

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

B. Description of Services/Goods to be Provided: Golf design review services in accordance with PART IV, Scope of Services, included herein, reference RFP 17-1196.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on February 7, 2017 ("Commencement Date") and shall continue through June 30, 2018.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Chris Koster email: ckoster@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Damian Pascuzzo, email: damian@pascuzzopate.com

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

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

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

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

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

CITY OF IRVINE

By: _____
Pete Carmichael
Its: Director, Orange County Great
Park

PASCUZZO GOLF DESIGN

By: _____

Its: _____

By: _____

Its: _____

Attest:

By:

Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Contractor Information
Address for Notices and Payments:

5170 Golden Foothill Parkway
El Dorado Hills, CA 95762

Attn: Damian Pascuzzo
Telephone: 916-941-8692
Email: Damian@pascuzzopate.com

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

CITY OF IRVINE

By: _____
Pete Carmichael
Its: Director, Orange County Great
Park _____

PASCUZZO GOLF DESIGN

By: Damian Pate
Its: PRESIDENT

By: _____
Its: _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Contractor Information
Address for Notices and Payments:

5170 Golden Foothill Parkway
El Dorado Hills, CA 95762

Attn: Damian Pascuzzo
Telephone: 916-941-8692
Email: Damian@pascuzzopate.com

PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be

imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient

compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

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

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

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

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to

participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine
	One Civic Center Plaza (92606) (Hand Deliveries)
	P. O. Box 19575
	Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

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

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party

is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

PART IV
SCOPE OF SERVICES

Services shall be performed as set forth below.

Work with the City to establish realistic goals for the project that benefit and protect the City's interest.

Evaluate the proposed golf course design and development budget.

Advise the City on design as it relates to water consumption and suggest alternatives to reduce water use.

Explore value engineering that can reduce development and maintenance costs.

Review design of golf course and practice facilities and how they work with the course, clubhouse, cart staging, parking, customer arrival and maintenance for efficient and smooth operation.

PART V

BUDGET

Pricing shall be as set forth below.

Hourly Rate: \$150.00

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$24,000** including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to:

invoicessubmittal@cityofirvine.org

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☐

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐

I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of January 25, 2017, by and between the CITY OF IRVINE, a municipal corporation ("City"), and NATIONAL GOLF FOUNDATION CONSULTING, INC., a Florida corporation ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

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

B. Description of Services/Goods to be Provided: Golf design review services in accordance with PART IV, Scope of Services, included herein, reference RFP 17-1196.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on February 7, 2017 ("Commencement Date") and shall continue through June 30, 2018.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Chris Koster email: ckoster@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Ed Getherall, email: egetherall@ngf.org

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

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

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

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

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

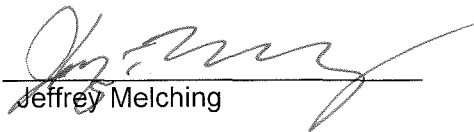
CITY OF IRVINE

By: _____
Pete Carmichael
Its: Director, Orange County Great
Park _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Jeffrey Melching

**NATIONAL GOLF FOUNDATION
CONSULTING, INC.**

By: _____
Its: _____

By: _____
Its: _____

Contractor Information

Address for Notices and Payments:

501 N. Highway A1A
Jupiter, FL 33477

Attn: Ed Getherall
Telephone: 561-744-6006
Email: egetherall@ngf.org

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

CITY OF IRVINE

By: _____
Pete Carmichael
Its: Director, Orange County Great
Park

**NATIONAL GOLF FOUNDATION
CONSULTING, INC.**

By: Ed Getherall
Ed Getherall
Its: Director of Consulting Services

By: _____

Its: _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Contractor Information

Address for Notices and Payments:

501 N. Highway A1A
Jupiter, FL 33477

Attn: Ed Getherall
Telephone: 561-744-6006
Email: egetherall@ngf.org

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be

imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient

compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

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

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

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

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to

participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine
	One Civic Center Plaza (92606) (Hand Deliveries)
	P. O. Box 19575
	Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

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

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party

is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

PART IV
SCOPE OF SERVICES

Services shall be performed as set forth below.

Review national and regional trends in public golf operations and performance.

Conduct a competitive market analysis, focused on local demand and supply conditions.

Assess food and beverage service opportunities.

Evaluate possible City operating models for maximization of performance and success.

Review of marketing and communications strategies that will be required to maximize performance.

Assess non-golf programming and/or partnership opportunities that could be incorporated into the new golf course development.

Projection of future financial performance of the new golf course facility.

PART V

BUDGET

Pricing shall be as set forth below.

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$19,500** including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☐

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐

I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	

2.4




REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: BUDGET ADJUSTMENT FOR ENHANCEMENTS TO SPORTS PARK SUBAREA OF THE ORANGE COUNTY GREAT PARK


Director, Orange County Great Park


City Manager

RECOMMENDED ACTION

1. Recommend that the City Council authorize the City Manager to execute Amendment No. 1 to Letter Agreement Regarding the Use of Quimby Park-in-Lieu Funds for Sports Park Design Enhancements.
2. Recommend that the City Council approve a budget appropriation of \$92,176 in Quimby Park-in-Lieu Funds to the Capital Improvement Project Fund, Project No. 361616, Sports Park Subarea Improvements, for the recommended Sports Park design enhancements.

EXECUTIVE SUMMARY

On November 26, 2013, the Board and Council approved the Second Agreement with City of Irvine as Adjacent Landowner (ALA II) between the City of Irvine and Heritage Fields El Toro, LLC (Heritage Fields). The ALA II provides for the financing, design, and construction of approximately 688 acres of the Orange County Great Park by Heritage Fields. The 688 acres includes a 194-acre Sports Park consisting of a variety of significant sports-related facilities that include soccer, baseball, basketball, tennis, and volleyball, all to be constructed in phases over the course of five years.

On September 8, 2015, the City Council unanimously approved the use of \$4,686,314 in Quimby Park-in-Lieu Funds (Quimby Funds) for enhancements within the Sports Park. On August 9, 2016, the City Council approved a Letter Agreement with Heritage Fields specifying the terms and procedures governing the payment for those Sports Park design enhancements. The letter authorized an escrow account through which Heritage Fields has drawn funds for construction of the designated enhancements.

As construction of the Sports Park has progressed, several additional opportunities have been identified to improve long-term functionality and better address safety conditions at the Sports Park as summarized below:

- Enhanced controlled access bollards at pedestrian entry points for improved safety and ease of operation by first responders
- Data and domestic water connection to police mobile command centers
- Additional storage rooms in two utility enclosures
- Installation of an additional domestic waterline near Visitors Center to create backup for fire hydrants and building plumbing

Staff is recommending a budget modification appropriating \$92,176 in Quimby Funds to pay for the enhancements. Staff is also recommending approval of Amendment No. 1 to the Letter Agreement with Heritage Fields governing the payment for Sports Park design enhancements. The amendment contains a brief description of the four enhancements above and includes them in the scope of the agreement, allowing Heritage Fields to draw on the escrow account to pay for materials and installation.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

On November 26, 2013, the City Council approved the Second Agreement with City of Irvine as Adjacent Landowner (ALA II) between the City of Irvine and Heritage Fields. The ALA II sets forth the concept plans and programming for the development of 688 acres within the Orange County Great Park. The ALA II further subdivided the 688-acre Great Park Improvement Area into a number of subareas, one of which is the Sports Park. Construction of Phase 1 of the Sports Park is underway and includes a 2,500 seat soccer stadium, six soccer fields, six volleyball courts, 25 tennis courts, and associated support buildings.

On August 11, 2015, the City Council approved \$4,506,314 in Quimby Funds to be used for selected design enhancements within the Sports Park. Quimby Funds were designated because the City Council-selected enhancements were beyond the scope of work required of Heritage Fields in the ALA II. Further, the cost of the enhancements exceeded the Additional Allowance Fund, a set-aside designated in the ALA II for City-selected improvements beyond the basic scope of work.

As construction commenced on the Sports Park in 2016, it became necessary to create a process through which Heritage Fields could draw on the approved funds to order materials and pay for construction associated with the Sports Park design enhancements. On August 9, 2016, the City Council approved a Letter Agreement with Heritage Fields

specifying the terms and procedures governing the payment for the enhancements approved and funded by the August 11, 2015 City Council action. The staff report and minutes from August 9, 2016 are included as Attachment 1. The Letter Agreement approved August 9, 2016 is included as Attachment 2. The Letter Agreement includes a summary of the design enhancements and the associated cost for each item. It also includes control provisions regarding costs and the release of funds that requires City review and approval. Per the Letter Agreement, the design enhancement work is to be performed concurrently with the corresponding phases of work under the ALA II.

As planning and construction have progressed at the Sports Park, several new design enhancements that improve safety and functionality have been identified by City staff, the Orange County Fire Authority, and the design team from Five Point Communities (Five Point), Heritage Fields' Development Manager. There is significant savings in construction costs and reduction in operational disruptions by completing these additional enhancements now, during construction, rather than after the Sports Park is completed and turned over to the City. The recommended enhancements are summarized below.

- Controlled access bollards: The City Council previously approved the use of 118 controlled access bollards that are "fixed in place" and 22 "removable" controlled access bollards at nine vehicle entry control points throughout the Sports Park. During construction plan review, the removable bollards specified for use in fire lanes were not acceptable according to Orange County Fire Authority standards. Therefore, a retractable bollard has been specified that meets OCFA approval. As such, staff is recommending that 20 of the previously specified removable bollards be upgraded to the new OCFA-approved retractable bollards and 12 new retractable bollards be added for enhanced safety. The total additional cost for upgraded and additional bollards is \$28,000.
- Data and domestic water connection to mobile command centers: There are three locations within the Sports Park identified as mobile command centers where the Police Department will be able to park mobile command vehicles during large events and critical situations. The proposed enhancement adds drinking water and fiber data connection to these locations. The additional cost to provide connection points to all three mobile command center locations is \$26,176.
- Additional storage room in two utility enclosures: Two utility enclosure buildings located within Phase 1 of the Sports Park have extra space that can be adapted to create storage areas through the construction of a dividing block wall and an access door. The enclosures can be used for much needed recreational equipment and landscape material storage. The total additional cost is \$14,000.
- Additional waterline to provide service for Western Sector buildings: Fire hydrants, several Western Sector buildings, including the Visitor's Center, Hangar 244, and the Palm Court Arts Complex are all serviced from a single point of connection for domestic water. It would be beneficial to add a second connection point to provide uninterrupted water service in the event that the main water line fails or requires repair. The cost for construction of this additional water line is \$24,000.

The costs outlined above were provided by Five Point and were reviewed by City engineering consultant DMC Engineering for conformance with market pricing and industry standards. The recommended enhancements are beyond the base design obligations required of Heritage Fields for the Sports Park, per the ALA II. As such, these additional costs, totaling \$92,176, are the responsibility of the City. Staff is recommending a budget modification, appropriating \$92,176 in available Quimby Funds from park-adjacent planning areas to pay for these design enhancements. These Quimby Funds were paid by the developer of new residential projects in Planning Areas 33 (Spectrum), 40 East (Cypress Village), and a portion of PA6 (Portola Springs) in-lieu of providing community parks in areas served by the Great Park. The balance of available Quimby Funds from the park-adjacent planning areas is \$1,063,893.

Sources and Uses for Recommended Sports Park Enhancements

Source		Uses	
Quimby Funds: Park-Adjacent Planning Areas 33, 40 & 6	\$92,176	Enhanced Controlled Access Bollards	\$28,000
		Data and Water Connections at Mobile Command Centers	\$26,176
		Additional Storage at Utility Enclosures	\$14,000
		Additional Domestic Waterline near Visitors Center	\$24,000
Total	\$92,176	Total	\$92,176

Staff is recommending that these funds, once appropriated, be made available to Five Point for draw down during construction by way of an escrow account approved by the City Council on August 9, 2016. The Letter Agreement between the City and Heritage Fields approved at that time authorized the account and specified the terms and procedures governing the payment for Sports Park design enhancements out of the account. Amendment No. 1 to that Letter Agreement, included as Attachment 3, modifies the agreement to include the four enhancements described in this report. All other provisions in the Letter Agreement remain unchanged, including Heritage Fields' obligation to provide written release requests supported by executed contracts and invoices for all expenditures.

ALTERNATIVES CONSIDERED

The Board could recommend an alternative source of funds. As recommended, the funds would be drawn from available Quimby Park-in-Lieu Funds from park-adjacent planning areas. These Quimby Funds were recommended because they are restricted for park uses and drawn from fees paid by developers for residential projects near the Great Park.

That said, the Board could instead recommend that funds be drawn from the Great Park Fund 180 available fund balance.

The Board could decide not to recommend authorization of the Sports Park design enhancements or make modifications thereto. Further, the Board could choose to recommend that the enhancements be deferred until such time as the Sports Park is completed and turned over to the City, allowing the City to make the enhancements after completion rather than Five Point implementing the enhancements during construction.

FINANCIAL IMPACT

The cost for the staff recommended design enhancements for the Sports Park is \$92,176. Unless otherwise directed, these funds are to be drawn from available Quimby Park-in-Lieu Funds from Great Park-adjacent Planning Areas 33, 40 East, and a portion of PA6. The available balance within this account is \$1,063,893.

REPORT PREPARED BY Debby Platt, Great Park Real Property Administrator

ATTACHMENTS

1. August 9, 2016 City Council Staff Report (without attachments) and Minutes Excerpt
2. Letter Agreement dated August 4, 2016 Regarding the Use of Quimby Park-in-Lieu Funds for Sports Park Design Enhancements
3. Amendment No. 1 to Letter Agreement Regarding the Use of Quimby Park-in-Lieu Funds for Sports Park Design Enhancements



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: AUGUST 9, 2016

TITLE: AGREEMENT REGARDING CITY COUNCIL APPROPRIATED
QUIMBY FUNDS FOR SPORTS PARK DESIGN ENHANCEMENTS


Assistant City Manager
Orange County Great Park


City Manager

RECOMMENDED ACTION

Authorize the City Manager to execute the attached letter agreement with Heritage Fields El Toro, LLC (Heritage Fields) for the use of Quimby Funds for enhancements within the Sports Park Subarea of the Orange County Great Park Improvement Area.

EXECUTIVE SUMMARY

On September 8, 2015, the City Council unanimously approved the use \$4,686,314 of Quimby Funds for enhancements within the Sports Park Subarea of the Orange County Great Park Improvement Area. The enhancements include an additional restroom facility, an additional shade structure, upgraded spectator seating, fencing, upgraded scoreboards, backstops, and other items.

Presented for City Council consideration is a proposed Letter Agreement between the City and Heritage Fields specifying the terms and procedures governing the payment for the enhancements approved and funded by the prior City Council action. The Quimby enhancements selected by the City Council go beyond the funding for design refinements provided for in the Second Agreement with City of Irvine as Adjacent Landowner (ALA II). Therefore, the enhancements are not covered in that agreement and this separate Letter Agreement is necessary to provide a framework for payment and completion of work.

A cost breakdown for the upgrades has been provided by Heritage Fields and included as Attachment No. 3. Controls regarding costs and release of funds are provided for in the Letter Agreement, which requires City review and approval of all costs for the enhancements prior to the release of City funds. Per the Letter Agreement, the design enhancement work is to be performed concurrently with the corresponding phases of work under the ALA II.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

On July 26, 2016, the Orange County Great Park Board voted 4-0 (Board members Schott, Krom, Lalloway and Shea voted in favor; Chairman Choi absent) to recommend that the City Council consider a Letter Agreement with Heritage Fields relating to the use of Quimby Funds for enhancements within the Sports Park Subarea of the Orange County Great Park Improvement Area. Staff was directed to include specific provisions in the Letter Agreement related to timing of completion, mechanism for payment, and reconciliation/return of City funds.

The Quimby funds that are the subject of this Agreement had been appropriated by the City Council at its September 8, 2015 meeting for design enhancements to the Sports Park at the Board's recommendation.

ANALYSIS

At its meeting of September 8, 2015, the City Council approved the use of \$4,686,314 in City Quimby Park-in-lieu funds for enhancements within the Sports Park Subarea of the Orange County Great Park. These funds are for a variety of design enhancements as further described in the attached staff report from the September 8, 2015 meeting. These Sports Park enhancements go beyond the scope of work and funds available for design refinements contemplated in the ALA II and are being paid for outside of the provisions of the ALA II contract. As such, the attached Letter Agreement is necessary to provide the framework for payment, timing, release of funds, and cost reconciliation for the construction of these upgrades.

In 2015, Heritage Fields provided cost estimates for each of the individual selected Sports Park enhancements, consistent with the process contemplated for design refinements in the ALA II. These costs were subsequently reviewed by the estimating team of the City's Architectural and Engineering Contractor, AECOM, which concluded, through its rough order of magnitude level analysis, that the pricing provided by Heritage Fields was in line with industry averages. These costs were presented to the City Council in September 2015 and served as the basis for the corresponding budget appropriation approved by the City Council at that time. Attachment #3 includes a summary of the costs for the design enhancements based on bids received by Five Point. These costs are within the totals presented to the City Council in September, 2015 and, per Five Point, are now built into its construction contracts for the Great Park.

The Letter Agreement includes specific provisions for City review of costs and release of funds, timing for performance of work, submittal of backup documentation, and reconciliation / return of funds due at completion. The key terms of the Letter Agreement are as follows:

- Cost The cost of the Quimby enhancements is based upon bids received by Heritage Fields. The City is responsible for any cost increases associated with construction of design enhancements. Prior to incurring such additional costs, Heritage Fields is required to deliver written notice to the City detailing the

estimated additional cost. The City has the option to approve or deny allocation of additional funds within 45 days. Should the City deny the additional cost, Heritage Fields shall not proceed with the work impacted by the additional cost.

- Timing. The Sports Park design enhancements shall be performed concurrently with the corresponding phases of work under the ALA II.
- Escrow Account. An escrow account is to be established to administer the deposit and distribution of funds for the Sports Park design enhancements. The City will deposit funds into the escrow account and Heritage Fields will draw from the account subject to the process outlined below for the release of City funds.
- Release of City Funds. Payment for the enhancements will be made subject to a Release Request process. Heritage Fields is to submit a release request letter including a schedule showing when the funds are anticipated to be spent. The City has the opportunity to review and must approve or deny each request prior to release of funds.
- Backup Documentation. Heritage Fields is required to submit to the City prior to the first release of funds and then at least monthly thereafter, copies of executed contracts, notices to proceed, professional services contracts, and invoices documenting all hard and soft costs spent or committed in connection with the enhancements.
- Reconciliation. A True Up process requires that a reconciliation of actual costs and disbursed funds occur within 90 days of acceptance of the work as complete by the City and that funds owed to the City be deposited into the account within 120 days.

ALTERNATIVES CONSIDERED

The City Council could choose not to approve the Letter Agreement or choose to amend the proposed terms of the Agreement. Additionally, the City Council could choose to pursue the purchase and installation of the selected Quimby design enhancements without going through Heritage Fields and its vendors and contractors. Per the provisions in the ALA II, the City would need to wait until after completion and turn-over of the Sports Park to the City prior to installing the enhancements. If the work were to be performed by the City, the cost would be subject to additional contractor mobilization costs, current market pricing for labor and materials, and contractor availability at that time.

FINANCIAL IMPACT

The ALA II Additional Allowance Fund provides up to \$5.04 million for City-designated design enhancements within the Sports Park Subarea. These funds are provided by Heritage Fields through its ALA II contractual obligation. The cost of the recommended design enhancements for the Sports Park is \$9,726,314, exceeding the \$5,040,000 Additional Allowance Fund Allocation for the Sports Park Subarea by \$4,686,314. In September 2015, the City Council appropriated \$4,686,314 to fund the City Council selected design enhancements. The attached Letter Agreement, if approved by the City Council, creates the mechanism for expenditure of these funds.

REPORT PREPARED BY Robert Owen, Attorney, Rutan and Tucker

Attachment:

1. Proposed Letter Agreement Between the City and Heritage Fields
2. September 8, 2015 Staff Report Regarding Sports Park Subarea of the Orange County Great Park Improvement Area
3. Heritage Fields Summary of Sports Park Design Enhancement Costs

- 4) Authorize the City Manager to prepare and sign the funding agreements listed in Actions 1, 2 and 3.

4. COUNCIL BUSINESS

4.1 AGREEMENT REGARDING CITY COUNCIL APPROPRIATED QUIMBY FUNDS FOR SPORTS PARK DESIGN ENHANCEMENTS

Pete Carmichael, Manager of Great Park Planning and Development, presented the staff report and responded to questions. He also noted that the staff report inadvertently reflected a unanimous vote by the City Council related to this matter at its September 8, 2015 meeting and clarified for the record that the vote was 3-2, with Mayor Choi and Councilmember Krom dissenting.

City Council discussion included: total amount of Quimby funds available to the City; referenced provisions in the Municipal Code that protect the General Fund for Great Park development; noted the importance and significance of Quimby funds for providing alternative park space throughout the City; whether funding from Fund 180 was considered for Sports Park design enhancements; noted that enhancements such as seating and security cameras should have been included in the original Great Park Plan and expressed concern with using Quimby fees for such enhancements; whether approximate costs were based on economies of scale; expressed concern about public perception that enhancements were made by the developer rather than the City; reiterated the mechanism in place should a conflict arise between the City and FivePoint Communities; and whether Bill Barber Park was considered park space serving the Irvine Business Complex.

City Attorney Melching summarized the provisions in Section 4(d) of the Letter Agreement, which outlined the process for resolution should a conflict arise between the City and the developer.

City Manager Joyce noted that the recommended amount of Quimby fees was based on a percentage for park space in and around the Irvine Spectrum area.

Assistant City Manager Tolles noted that Bill Barber Park serves residents in the Irvine Business Complex north of Interstate 405.

ACTION: Moved by Councilmember Shea, seconded by Mayor Choi, and unanimously carried by those members present (Councilmember Lalloway absent) to:

Authorize the City Manager to execute a letter agreement with Heritage Fields El Toro, LLC for the use of Quimby Funds for enhancements within the Sports Park Subarea of the Orange County Great Park Improvement Area.

PUBLIC COMMENTS

The following individuals spoke in opposition to a Southern California Edison substation on Wald in the Irvine Spectrum Area:

Mike Agueruo
Doug Bender
Arie Goldberg
Jane Klassen
William Klassen
Sohrab Charna
Zeki Kayiran
Lei Voo
Norman Voo
Gary Hobson
Darrik Baker
Nicholas Lowe
Paul Wang
Betsy A. Lindsay

John Jaeger, Irvine resident, spoke about illegally placed signs in Irvine and other parts of the state, which he believed were in violation of the California Penal Code.

Mike Hutchison provided an overview of the services offered through his vehicle detection company and expressed an interest in meeting with City traffic engineers.

Ilya and Robert Tseglin reiterated a domestic issue related to an autistic family member.

Following Public Comments, Councilmember Shea suggested agendaizing the Southern California Edison (SCE) Substation matter for public discussion at the September 13, 2016 City Council meeting, to which City Attorney Melching suggested the item be discussed in Closed Session prior to public discussion as the matter was currently in litigation. Mayor Choi concurred that the matter should first be discussed in Closed Session prior to formally agendaizing the matter for public discussion.

Heritage Fields El Toro, LLC

August 4, 2016

City of Irvine
City Hall
One Civic Center Plaza
Irvine, California 92623-9575
Attention: Eric Tolles, Assistant City Manager–Great Park

Re: Second Agreement with City of Irvine as Adjacent Landowner, dated November 26, 2013 (“**ALA2**”), by and between HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company (“**Heritage Fields**”), and THE CITY OF IRVINE, a California charter city (the “**City**”)

Dear Mr. Tolles:

Reference is hereby made to the ALA2; capitalized terms not defined in this letter agreement (“**Letter Agreement**”) shall have the meaning ascribed to such terms in the ALA2, unless otherwise indicated.

On July 28, 2015, the Orange County Great Park Board approved the plans for the 175-acre Sports Park Subarea and recommended allocating the entire Additional Allowance Fund for this particular Subarea in the amount of \$5,040,000 to enhancements to be incorporated into the Sports Park Subarea. On September 8, 2015, the City Council took several actions, including appropriating funds in the amount of \$4,686,314.00 from available City Quimby funds to pay for additional enhancements to the Sports Park (the “**Quimby Allowance**”), and approving the list of specific enhancements to be financed by the Quimby Allowance, including an additional restroom facility, additional shade structure, entry gates, fencing, upgraded scoreboards and backstops, and other items, all as more particularly detailed on Exhibit A attached to this Letter Agreement (the “**Quimby Improvements**”). Given the integrated nature of the Quimby Improvements with the Sports Park Subarea improvements being designed and constructed by Heritage Fields, the City desires to have Heritage Fields design and construct the Quimby Improvements as part of its overall work on the Sports Park Subarea, subject to the City’s obligation to fund such design and construction.

While Heritage Fields has no obligation to design, construct or otherwise install the Quimby Improvements (also referred to as the “**Additional Sports Park Work**”), in order to allow for the efficient completion of the Additional Sports Park Work, Heritage Fields and the City agree to follow the procedures set forth in this Letter Agreement with respect to completion of the Additional Sports Park Work.

1. **Appointing Representatives** – For purposes of implementing the Additional Sports Park Work, Heritage Fields hereby appoints LJ Edgcomb (the “**Heritage Fields Representative**”), and the City appoints Eric Tolles (the “**City Representative**,” and together with the Heritage Fields Representative, each a “**Representative**”), each to be the point of contact for his respective Party. Either Party may change that Party’s representative by written notice to the other Party.
2. **Improvements to be Incorporated into the Great Park Improvements** – Subject to the City’s satisfaction of the terms and conditions specified in this Letter Agreement, including without limitation the obligation to pay Heritage Fields for all the fees, costs (including design costs) and expenses of the Additional Sports Park Work, Heritage Fields shall design and cause the construction of the Additional Sports Park Work as part of the Great Park Improvements. The provisions of the ALA2 applicable to Heritage Fields’ construction of the Great Park Improvements shall also apply to the Additional Sports Park Work, provided that, in all cases the cost of the Additional Sports Park Work shall be paid to Heritage Fields by the City in accordance with this Letter Agreement. The City acknowledges and agrees that the Additional Sports Park Work may

be built in phases, and that disbursements from the Escrow Agent (defined below) may be requested in accordance with the terms of this Letter Agreement in order to fund such phased construction of the Additional Sports Park Work. The Additional Sports Park Work shall be performed concurrently with the corresponding phases of Sports Park Subarea improvements being designed and constructed by Heritage Fields.

3. **Finalization of the Improvement Plans / Responsibility for Cost Overruns** – Heritage Fields has caused design drawings and plans to be prepared and has obtained bids for the Additional Sports Park Work. The Quimby Allowance is based on those bids and Heritage Fields' estimate of the cost of the Quimby Improvements at the time the Quimby Allowance was approved by the City Council. However, the Parties recognize that the plans and specifications for the Quimby Improvements have not yet been approved by the City, and may not reflect the final design, construction, soft costs and other costs associated with construction of the Quimby Improvements.

- a. **Design** - Heritage Fields will cause engineers, architects and other consultants to prepare plans and specifications for the Additional Sports Park Work to be reviewed by the City pursuant to its normal regulatory process. Such plans and specifications shall indicate the scope and parameters of the Additional Sports Park Work separate and apart from the remainder of the Great Park Improvements.

- b. **City Changes** - If there are any changes to the scope or design of the Additional Sports Park Work resulting from the plan check or other regulatory review or inspection process, such changes shall be subject to Heritage Fields' review and approval. Notwithstanding Section 2(c) of the ALA2, or anything else to the contrary, to the extent any changes to the Additional Sports Park Work are required by the City during the plan check process, or at any time prior to the acceptance of the Additional Sports Park Work by the City, such changes shall be undertaken by Heritage Fields at the sole cost and expense of the City, and if necessary the City shall allocate additional funding for the Quimby Allowance (in the case of the Quimby Improvements) to cover such additional costs. Upon imposition of a change or additional requirement by the City (whether through the regulatory review process or otherwise), Heritage Fields shall deliver written notice to the City which notice shall set forth in reasonable detail the estimated additional costs of such change or requirement and the City shall allocate additional funding for the Additional Sports Park Work to cover such additional costs. If the City Representative does not commit in writing to fund such change or additional requirement within ten (10) business days after receipt of the notice, Heritage Fields shall have no obligation to implement such requested change or additional requirement, provided that if such change or additional requirement is required to conform to a mandated code change, Uniform Construction Codes or a building or construction requirement pursuant to state or federal law, and the City does not commit in writing to fund such change or additional requirement within ten (10) business days of receipt of the notice, then Heritage Fields shall not proceed with the Additional Sports Park Work impacted by such change.

- c. **Cost Increases** - To the extent the price of the Additional Sports Park Work, as reflected in the final bids for such contracts or in any change order with respect to such contracts, exceeds the Quimby Allowance, Heritage Fields shall deliver written notice to the City which notice shall set forth in reasonable detail the estimated additional costs to complete the applicable Additional Sports Park Work and the City shall allocate additional funding for the Quimby Allowance to cover such additional costs. Cost savings with respect to the Quimby Improvements may be used to off-set any increase in costs. If additional funds as required to fully fund the applicable Additional Sports Park Work are not allocated by the City within forty-five (45) calendar days after receipt of written notice from Heritage Fields to the City of such increased costs, then Heritage Fields shall not proceed with the applicable Additional Sports Park Work impacted by such additional costs.

4. **City Payment for Additional Sports Park Work** – City is responsible to pay for all the fees, costs and expenses of the Additional Sports Park Work, including (without limitation) design, permitting,

construction, inspection and any other costs incurred by Heritage Fields prior to acceptance of the Additional Sports Park Work by the City (the "**Additional Work Project Costs**"). The City agrees to pay for the Additional Work Project Costs as follows:

a. **Initial Quimby Budget; Quimby Improvements Account** – Heritage Fields currently estimates the Quimby Improvements will total approximately Four Million, Five Hundred Seventy-One Thousand, Three Hundred Thirty-Six Dollars (\$4,571,336) (the "**Initial Quimby Budget**"), which excludes permit fees. The City and Heritage Fields shall enter into separate written escrow instructions with the Irvine, California, office of First American Title Insurance Company (the "**Escrow Agent**"), and cause Escrow Agent to establish and maintain an interest bearing escrow account, denominated the "**Quimby Improvements Account**" at a banking institution mutually acceptable to the City and Heritage Fields in the Parties' reasonable discretion. The purpose of the Quimby Improvements Account is to administer the distribution of funds from the account to Heritage Fields to pay for the Additional Work Project Costs attributable to the Quimby Improvements. Interest or investment earnings on funds deposited in the Quimby Improvements Account shall be deposited into, and become a part of, the Quimby Improvements Account. All fees, costs and expenses of the Escrow Agent with respect to the Quimby Improvements Account established pursuant to this Letter Agreement shall be paid for by the City.

b. **Initial Deposit** – Within ten (10) days following execution of this Letter Agreement by both Parties, the City shall make an initial deposit into the Quimby Improvements Account in an amount equal to the Initial Quimby Budget (the "**Initial Deposit**").

c. **Required City Deposit** – To the extent that after the Initial Deposit the City imposes changes or additional requirements or the cost of the Quimby Improvements increases (as contemplated in Section 3 of this Letter Agreement), the City shall deposit into the Quimby Improvements Account an amount at least equal to the amount specified in the notice of estimated additional costs, within thirty (30) days of the City's receipt of such notice.

d. **Release of Funds** – From and after the execution of this Letter Agreement, the Escrow Agent will release funds from the Quimby Improvements Account to Heritage Fields as follows:

- i. From time to time (but not more frequently than two times per calendar month), Heritage Fields may submit a written request (a "**Release Request**") to the City and Escrow Agent to release funds from the Quimby Improvements Account when Heritage Fields: (i) is prepared to issue a notice to proceed to any contractor or consultant with respect to work on one or more Quimby Improvements (a "**Notice to Proceed**") pursuant to a binding consulting agreement, construction contract, or other written agreement (each, a "**Sports Park Work Contract**"); and/or (ii) has entered into a binding contractual agreement and is prepared to issue a notice under such agreement to purchase materials or supplies ("**Construction Materials**") to be used in connection with the Quimby Improvements (a "**Materials Contract Order**"). Heritage Fields shall deliver to the City with any Release Request reasonably satisfactory evidence that Heritage Fields has either: (i) entered into a binding Sports Park Work Contract, and/or (ii) issued a Materials Contract Order. A Release Request shall also include an estimated schedule showing when the funds are anticipated to be spent.
- ii. Within five (5) business days of the City's receipt of the Release Request, the City Representative shall deliver to the Escrow Agent and Heritage Fields' Representative a "**Release Approval Letter**" (substantially in the form attached hereto as **Exhibit B**), authorizing the Escrow Agent to release funds from the Quimby Improvements Account to Heritage Fields in an amount equal to the requested amount. If the City Representative does not respond to Heritage Fields Representative and Escrow Agent

in writing within such five (5) business day period, either approving the release of funds specified in the Release Request or specifying valid reasons why such amounts should not be released, then Heritage Fields may submit a written notice to the City (a "**Reminder Notice**") reminding the City of the Release Request. If the City Representative does not respond to the Reminder Notice within five (5) business days after receipt, then the City shall be deemed to have approved of the Release Request, after which the Escrow Agent shall release funds from the Quimby Improvements Account in an amount equal to the amount specified in the Release Request. Heritage Fields shall cause any Release Request, which is the subject of an objection by the City, to be revised to respond to such objection and subsequently re-submitted and processed as provided in this Section 4. Heritage Fields shall have no obligation to issue a Notice to Proceed or authorize procurement of Construction Materials unless and until it has actually received funds from the Quimby Improvements Account in the full amount of the cost to complete the work authorized by such Notice to Proceed and/or the full cost to purchase the Construction Materials to be authorized by Heritage Fields for purchase under the applicable Sports Park Work Contract or Materials Contract Order.

- iii. Heritage Fields shall, prior to the first release of funds and quarterly thereafter, submit to City Notices to Proceed with contracted scope and price, cancelled checks, invoices, or receipts, documenting the hard and soft costs spent or committed to be spent in connection with the Quimby Improvements (the "**Documented Costs**"). Submittals may include Documented Costs that were expended, incurred or committed to prior to the date of this Letter Agreement.
- e. **True Up** - The City shall close the Quimby Improvements Account upon the completion of the Quimby Improvements. Prior to closing the Quimby Improvements Account, the Parties shall meet and confer to agree upon a reconciliation of the actual Documented Costs spent with respect to the Quimby Improvements ("**Actual Costs**") against the aggregate amounts of funds disbursed from the Quimby Improvements Account ("**Projected Costs**"). This meet and confer shall occur within 90 days of the later of: (i) completion of the Quimby Improvements and payment by Heritage Fields of all Documented Costs (including retention), or (ii) the Acceptance Date for all of the Quimby Improvements. If such reconciliation discloses a positive difference between Projected Costs and Actual Costs, then Heritage Fields shall deposit into the Quimby Improvements Account an amount equal to such positive difference (the "**True-Up Deposit**") within 120 days of the later of: (i) completion of the Quimby Improvements and payment by Heritage Fields of all Documented Costs (including retention), or (ii) the Acceptance Date for all of the Quimby Improvements. Any remaining funds in the Quimby Improvements Account (including the True-Up Deposit, if any) shall be returned to the City.

Nothing set forth in this Letter Agreement shall amend, modify or alter the terms of the ALA2, except as expressly provided herein.

If the provisions of this Letter Agreement are acceptable to the City, please sign and return a copy of this Letter Agreement to Heritage Fields.

Except as implemented and/or clarified by the terms of this Letter Agreement, each of the City and Heritage Fields acknowledges that the ALA2 remains unchanged and in full force and effect. This Letter Agreement is governed by the laws of the State of California, without regard to conflicts of laws principles. This Letter

Agreement may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument; facsimile and pdf signatures of this Letter Agreement shall be valid as if manually signed.

Sincerely,

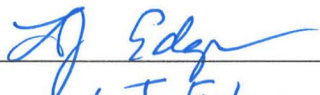
HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LLC,
a Delaware limited liability company
Its: Sole Member

By: 
Print Name: LJ Edgcomb
Print Title: Vice President

**ACKNOWLEDGED AND AGREED TO ON BEHALF OF CITY
PURSUANT TO THE AUTHORITY GRANTED BY SECTION
15(o) OF THE ALA2**

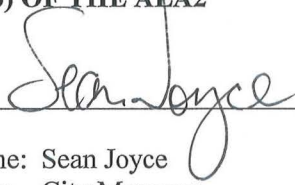

Name: Sean Joyce
Title: City Manager

EXHIBIT A
Quimby Improvements

Description of Quimby Plans:

Phase 1

OCGP Sports Park Design Package #6 Quimby Phase 1 Enhancements, Plan Check No. 00650933-PARK, submitted for 5th plancheck, not yet approved by City of Irvine.

Phase 2

OCGP Sports Park Design Package #6 Quimby Phase 2 Enhancements, Plan Check No. 00650942-PARK, submitted - for 5th plancheck, not yet approved by City of Irvine.

Phase 3

OCGP Sports Park Design Package #6 Quimby Phase 3 Enhancements including Building C, Plan Check No. 00650984-PARK, submitted for 5th plancheck, not yet approved by City of Irvine.

Phase 4

OCGP Sports Park Design Package #6 Quimby Phase 4 Enhancements, Plan Check No. 00650968-PARK, submitted for 5th plancheck, not yet approved by City of Irvine.

Item Ref.	Item	# of Units	Unit
Phase 1			
1	Upgraded Seating - Championship Tennis		
	Permanent Seats	132	EA
2	Upgraded Seating - Volleyball		
	Permanent Seats	156	EA
3	Added Drinking Fountains - Tennis		
	Haws model with 1" PVC piping+sump	3	EA
4	Added Entry Gates		
	Building A		
	Type A Main Gate (3 Pairs)	3	PR
	Building B		
	Type A Gate Single	2	EA
	Type A Main Gate	3	PR
5	Added Championship Soccer Fencing		
	6' Gates - Decorative 2 Type	2	EA
	6' Fencing - Decorative 2 Type	1274	LF
6	Upgraded Championship Soccer Scoreboard		
	"Platinum" style	1	EA
7	Added Tennis Scoreboard	1	EA
8	Added Volleyball Scoreboard	1	EA
9	Shade Structure at Children's Play Area	4	EA
10	Added CCTV Cameras		
	Building A (3) day 1 cameras (fully installed), and infrastructure for (8) future cameras	See Item	
	Building B: (2) day 1 cameras, and infrastructure for (5) future cameras	See Item	
	Buildings H1 & H2: infrastructure for (2) future cameras	See Item	
Phase 2			
11	Added Drinking Fountain		
	Haws model with 1" PVC piping+sump	1	EA
12	Added CCTV Cameras		
	Building D infrastructure for (4) future cameras	See Item	
Phase 3			
13	Upgraded Seating at Baseball Fields #1-#3		
	Permanent Seats	408	EA
14	Upgraded Seating at Multipurpose Fields #1-#3		
	Permanent Seats	312	EA
15	Added Drinking Fountains		
	Haws model with 1" PVC piping+sump	3	EA
16	Added Entry Gates		
	Building E		
	Type A Gate Single	1	EA
	Type A Main Gates	2	PR
17	Added Championship Baseball Fencing		
	6' Gates - Decorative 2 Type	2	EA
	6' Fencing - Decorative 2 Type	1382	LF
18	Upgraded/ Added Scoreboards		
	Upgraded Championship Baseball		
	Upgraded "Gold" style	1	EA
	Credit "Bronze" style	1	EA
	Relocate conduit	560	LF
	Added 3 Baseball Fields & 3 Multi-Purpose Fields		
	Added "Silver" style	6	EA

EXHIBIT A
Quimby Improvements

Item Ref.	Item	# of Units	Unit
	Added conduit	3207	LF
19	Upgraded Non-Championship Baseball Backstops		
	Added Masonry Wall	6	EA
	Added Channel Padding	6	EA
20	Added Baseball Batting Cage		
	Baseball Batting Cages	4	EA
	Perimeter Lighting-Pole Fixture & Conduit	8	EA
21	Added Restroom (Building "C")		
	Similar to Bldg. D	1554	SF
22	Added CCTV Cameras		
	Building E: (3) day 1 cameras, and infrastructure for (13) future cameras	See Item	
	Building F: infrastructure for (2) future cameras	See Item	
Phase 4			
23	Upgraded Seating at Softball Fields #2 & #3		
	Permanent Seats x 2 fields	120	EA
24	Upgraded Seating at Softball Fields #4 & #5		
	Bleachers, 2 per field	4	EA
25	Added Drinking Fountains		
	Haws model with 1" PVC piping+sump	2	EA
26	Added Entry Gates		
	Building G		
	Type A Main Gate (3 Pairs)	3	PR
27	Added Championship Softball Fencing		
	6' Gates - Decorative 2 Type	2	EA
	6' Fencing - Decorative 2 Type	837	LF
28	Upgraded/Added Scoreboards		
	Upgraded Championship Softball Scoreboard		
	Upgraded "Silver"	1	EA
	Credit "Bronze"	-1	EA
	Added Conduit	385	LF
	Added Softball Scoreboards		
	Added "Silver" style	4	EA
	Added Conduit	1784	LF
29	Upgraded Non Championship-Softball Backstops		
	Added Masonry Wall	4	EA
	Channel Padding	4	EA
30	Added Softball Batting Cages		
	Softball Batting Cages	4	EA
	Perimeter Lighting-Pole Fixture & Conduit	8	EA
31	Added CCTV Cameras		
	Building G: (2) day 1 cameras, and infrastructure for (8) future cameras	See Item	
All Phases			
Public Safety			
32	Added Security Cameras (Site Only)		
	Camera Ready Pole and Mount	23	EA
	Conduit, Wire and Fiber including Boxes & Structure	15720	LF
	Axis Network Camera	23	EA
33	Added Command Vehicle		
	Turf Block	15710	SF
	Rolled Curb	570	LF
	Cam-Lock System	3	EA
34	Added Parking Lot Gates		
	Manual Barrier Gate	9	SETS
35	Added Controlled Access Bollards		
	Removable Bollard	25	EA
36	Added Middle Arm Benches	1	EA
Functionality/Sustainability			
37	Added Conduit to Parking Lots for Future Solar		
	Conduit Only-Includes Trenching & Backfill	26780	LF

EXHIBIT B
(Sample) Release Approval Letter

_____, 201__

Eric Tolles
City of Irvine
1 Civic Center Plaza
Irvine, CA 92606

First American Title Insurance Company

Irvine, CA

Re: Letter Agreement dated July 20, 2016 ("Letter Agreement") between Heritage Fields El Toro, LLC ("Heritage Fields") and the City of Irvine ("City") – Release Request for Release of Funds from the Quimby Improvements Account (Escrow Account No. ____)

Capitalized terms used but not specifically defined in this Release Request shall have the meaning assigned to them in the Letter Agreement.

As provided for in the Letter Agreement, Heritage Fields hereby provides to the City and Escrow Agent this Release Request for release of funds from the Quimby Improvements Account (First American Title Insurance Company Escrow Account No. ___, referred to herein as the "**Escrow Account**") in the amount of _____ Dollars (\$ _____) (the "**Requested Amount**"). The conditions set forth in Section 4.d.i which are precedent to a Release Request have been met for the entire Requested Amount.

Heritage Fields requests that within five (5) business days of the City's receipt of this Release Request, the City Representative shall deliver to the Escrow Agent and the Heritage Fields Representative a copy of this letter, executed below by the City Representative, authorizing the Escrow Agent to release to Heritage Fields funds from the Escrow Account in an amount equal to the Requested Amount.

Total Release Request

\$ _____

If you have any questions or require any additional information, please do not hesitate to contact Lacie Daniels at (949) 349-1086.

Kind Regards,

LJ Edgcomb
Community President
Five Point Communities Management, Inc.
Development Manager for Heritage Fields El Toro, LLC

cc: Lacie Daniels

City Representative Authorization:

Escrow Agent is authorized to release to Heritage Fields funds from the Escrow Account equal to the Requested Amount.

City Representative Signature

Date

Print Name

Title



January 18, 2017

Mr. LJ Edgcomb
Five Point Communities Management, Inc.
25 Enterprise, Suite 300
Aliso Viejo, CA 92656

RE: First Amendment to August 4, 2016 Letter Agreement Between the City of Irvine and Heritage Fields El Toro, LLC Regarding Expenditure of Quimby Funds for Additional Sports Park Improvements

Dear Mr. Edgcomb:

This letter constitutes a first amendment ("First Amendment") to that Letter Agreement dated August 4, 2016, between the City of Irvine ("City") and Heritage Fields El Toro, LLC ("Heritage Fields"). Said August 4, 2016 Letter Agreement is referred to herein as the "Quimby Agreement." Capitalized terms not defined in this First Amendment shall have the meanings ascribed to such terms in the Quimby Agreement, unless otherwise indicated.

The Quimby Agreement provides for funding and procedures for the construction by Heritage Fields of additional Sports Park work in the Orange County Great Park, and reimbursement of Heritage Fields by the City for the cost of those improvements. The City and Heritage Fields desire to add additional improvements to be constructed under the Quimby Agreement which were not specified therein. The City and Heritage Fields agree that Heritage Fields will construct the additional improvements described in Exhibit C attached hereto, and the City will reimburse Heritage Fields for the cost of that construction, the estimated costs of which are also set forth on Exhibit C, subject to all of the conditions stated in the Quimby Agreement.

Nothing set forth in this First Amendment shall amend, modify or alter the terms of the Quimby Agreement, except as expressly provided herein. This First Amendment may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. Electronically transmitted signatures of this First Amendment shall be valid as if manually signed.

Sincerely,

Sean Joyce
City Manager

Mr. LJ Edgcomb
January 18, 2017
Page 2

cc: Pete Carmichael, Director, Orange County Great Park

ACKNOWLEDGED AND AGREED TO ON BEHALF OF HERITAGE FIELDS

HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
a Delaware limited liability company
Its: Sole Member

By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LLC,
a Delaware limited liability company
Its: Sole Member

By: 

Print Name: LJ Edgcomb

Print Title: Vice President

APPROVED AS TO FORM:

City Attorney

Mr. LJ Edgcomb
January 18, 2017
Page 2

cc: Pete Carmichael, Director, Orange County Great Park

ACKNOWLEDGED AND AGREED TO ON BEHALF OF HERITAGE FIELDS

HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,
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a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LLC,
a Delaware limited liability company
Its: Sole Member

By: _____

Print Name: _____

Print Title: _____

APPROVED AS TO FORM:



City Attorney

EXHIBIT "C"

Description of Improvement	Cost
Upgrade and Additional Controlled Access Bollards	\$ 28,000
Command Center – Additional conduit for fiber, data, and 2 ½" domestic water lines	\$ 26,176
Additional Storage Room in Two Utility Buildings	\$ 14,000
8" Dry Barrel Waterline Loop near Visitor's Center for Western Sector Buildings	\$ 24,000
Total	\$ 92,176

2.5

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE
2017 JAN 17 AM 8:06

Memo

To: Sean Joyce, City Manager
From: Orange County Great Park Board Member Melissa Fox
Date: January 13, 2017
Re: **Presentation by Pedego Electric Bikes**

Please place a presentation by Mr. Bob Bibee with Pedego Electric Bikes on the January 24, 2017 Orange County Great Park Board Agenda.

Pedego is the nation's largest electric bicycle manufacturer and has its headquarters in Irvine. Bob Bibee is the top Pedego dealer and runs a Pedego franchise in the Woodbridge Village Center. He has requested the opportunity to bring e-bikes to the Great Park.

It is my strongly-held belief that electric bikes can work very well in Irvine and contribute to congestion alleviation. Boulder, Colorado is illustrative of the potential. On February 7, 2014, the city began a one-year pilot program that allowed low-speed electric bikes (e-bikes) to share bike paths with regular bicycles. The purpose of the pilot program was for the city to gauge if e-bikes could coexist with regular riders on city bike paths and to assuage safety concerns of riders who were unfamiliar with the new technology of e-bikes. The project was authorized by a city ordinance and the one year pilot program had an original sunset date of Dec. 31 2014.

Summary:

City staff conducted an evaluation throughout the course of the program and submitted a report to the city council in October of 2014. Their report found that no traffic collisions or close-calls with e-bikes had been reported by bike path users and that e-bike users were safe and observant of bike path rules. Boulder Police were not notified to issue any warnings or citations involving e-bike users.

Data Points:

The staff report also submitted key data points that strengthened the arguments for e-bike users and enthusiasts.

- Bicyclists tend to shop locally and invest in their local economy. E-bikes support local trips to shopping and employment destinations for people of all ages and abilities.
- E-bikes are an efficient, zero-emission transportation option. An estimated 40% of all car trips are less than two miles away. E-bikes expand the distance a cyclist is willing to ride, which increases the potential to shift some single-occupant vehicle trips to e-bike trips. This reduces congestion and frees up road space for more essential motor vehicle trips.
- Allowing e-bikes on city bike paths supports a complete transportation system
- E-bikes expand travel options and help aging generations stay active and healthy.

Mr. Bibee has expressed interest in presenting an introduction to electric bikes and a proposal for the deployment of Eco Bike Stations, modular electric bike storage and charging facilities, at the Great Park. The stations would operate as bike rental kiosks powered by reusable energy, installed and operated at no cost to the City. Introduction of e-bikes at the Great Park would not only be a no or low cost amenity suitable for the environment but also a showcase to promote their use for short commutes within our City.

cc: Orange County Great Park Board
City Attorney
City Clerk